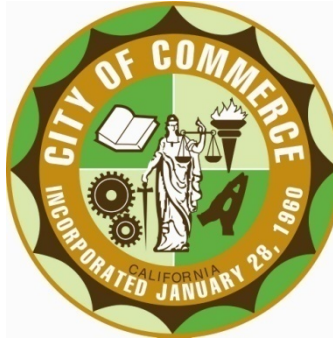


DRAFT

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGNS PROJECT



CITY OF COMMERCE

2535 COMMERCE WAY
COMMERCE, CA. 90040
TEL: (323) 722-4805

Prepared Under the Supervision of:

Maryam Babaki, P.E.
Director of Public Works and Development Services
City Engineer

Prepared and Issued by:

Public Works and Development Services Department
Engineering Division

Date Issued:

[ENTER BID DUE DATE]

(Draft, not authorized for bidding, for review only)

BIDS DUE: [ENTER BID DUE DATE] at [ENTER BID DUE TIME]

Non-Mandatory Pre-Bid Meeting: **N/A**

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SECTION 00100

NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF COMMERCE, referred to as "CITY", invites sealed bids for the above stated project and will receive such bids at Commerce City Hall in the Office of the City Clerk, 2535 Commerce Way, Commerce, California 90040, up to the hour of **[ENTER BID DUE TIME]** on **[ENTER BID DUE DATE]**, at which time they will be publicly opened and read aloud. Late proposals will not be considered.

1. BID DOCUMENTS:

Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <http://ca-commerce.civicplus.com/bids.aspx> Hard copy of the bid package will not be mailed.

2. NON-MANDATORY PRE-BID MEETING:

None.

3. SCOPE OF WORK:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the installation of Vehicular Directional Signs at various locations Citywide as shown in **Appendix B - Vehicular Directional Sign Locations**.

4. LOCATION OF WORK:

The project is located at various locations as shown on **Appendix B - Vehicular Directional Sign Locations**.

5. SCHEDULE OF WORK:

In accordance with the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall.

Total construction duration is **25 working days**. Please see Section A.00200 – Instructions to Bidders for the project schedule.

6. ESTIMATED COST OF WORK:

Estimated cost is in the range of **\$300,000**.

7. BID BOND:

Bids must be accompanied by a bid bond, made payable to the City of Commerce for an amount no less than ten percent (10%) of the bid amount.

8. CONTRACTORS LICENSE:

Contractor shall have a valid California General Contractor License, **Class A, General Engineering Contractor**, at the time of bid, at the time of award and during the performance of the work.

9. FEDERALLY FUNDED PROJECT:

This is not a Federally Funded Project.

10. DBE:

This project does not have a mandatory DBE participation (this is not a federally funded project.) However, the City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City only when the formal written contract has been duly executed by the appropriate officers of the City. The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) calendar days.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

This project is subject to the requirements of SB 854.

No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered.

No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of Regulation section 16451(d).

11. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

Contractor shall complete and sign non-collusion affidavit form and all other required forms included in the specifications.

If there are any questions regarding this project, please contact, via e-mail:

DRAFT

Okan Demirci
Project Manager (Consultant)
City of Commerce
E: okan.demirci@transtech.org

By order of the City Council of the City of Commerce, California

LENA SHUMWAY, City Clerk

Dated: November 13, 2018

Scheduled for publishing in the Commerce Comet on:
[ENTER LOCAL NEWSPAPER PUBLISH DATE 1] and
[ENTER LOCAL NEWSPAPER PUBLISH DATE 2].

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDER'S

1. GENERAL

Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid. Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents.

2. BID DOCUMENTS

Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <http://ca-commerce.civicplus.com/bids.aspx> Hard copy of the bid package will not be mailed.

3. NON-MANDATORY PRE-BID MEETING

None.

4. PROPOSAL FORMS

Bids shall be submitted in writing on forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

5. DELIVERY OF PROPOSAL

Bids must be prepared on the approved bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: **"Citywide Wayfinding Vehicular Directional Signs Project – Do Not Open With Regular Mail"**. Bids may be mailed or delivered by messenger to: City of Commerce, Attn: Purchasing Division of Finance, 2535 Commerce Way, City of Commerce, California 90040. Sealed bids for the project shall be submitted on or before: **[ENTER BID DUE DATE]**, at **[ENTER BID DUE TIME]**. The bids will be opened in Council Chambers shortly after the due date and read aloud. Late proposals will not be considered.

6. BID BOND

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City in the amount not less than ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

7. EXAMINATION OF SITE

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held responsible to have personally examined the site, to have carefully read the

specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

8. PRE-BID INQUIRIES

All questions regarding this bid shall be directed via email, no later than **7 calendar days** prior to date and time and to the person specified in **SECTION 00100. NOTICE INVITING SEALED BIDS**. **It is the responsibility of the bidder to confirm transmission of correspondence.**

9. HAZARDOUS MATERIALS ABATEMENT – CERTIFICATION/REGISTRATION

If Contractor performs abatement work, Contractor must be certified for abatement work by the Contractors' State License Board and be registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6. If Contractor subcontracts the abatement work, Contractor need not be certified or registered for asbestos abatement, but the subcontractor must be listed in the Bid Form and must be certified by the Contractors State License Board and registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6.

10. AFFIRMATIVE ACTION

The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor's shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

11. CARTWRIGHT ACT REQUIREMENTS

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor's, or subcontractor's, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor's, without further acknowledgment by the parties.

12. CONSTRUCTION SCHEDULE

In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within **25 working days** for Base Bid Schedule of City's issuance of a Notice to Proceed.

The following is the project schedule showing important milestones the contractor shall adhere to:

Task No	Description	Date
1. City Task	Contract award by the City Council.	Date 1
2. City Task	City will send out Contract to Contractor for signatures.	Date 2 = Date 1 + 5 working days
3. Contractor Task	Contractor shall return signed Contract with required bonds and insurances to City. and Contractor shall submit a detailed breakdown of Schedule of Values for the work items to the City. and Contractor shall submit a detailed Construction CPM (Critical Path) schedule for the work items to the City. Schedule shall assume the construction start date as 20 calendar days from the date established for Date 3.	Date 3 = Date 2 + 5 working days
4. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4 = Date 3 + 5 working days
5. Joint Task	A Pre-construction meeting will be held.	Date 5 = Date 4 + 5 working days
6. Scheduled Task	City will issue to the Contractor NTP (Notice to Proceed) to commence with the field construction work.	Date 6 = Date 5 + 10 working days (Effective Date of for the start of construction)
CONSTRUCTION DURATION From the project start date established based on Date 6 shown in Task 6, the contractor shall complete the project within the working days specified in SECTION 00100. NOTICE INVITING SEALED BIDS.		
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

13. WORKING HOURS

Working hours for this project will be:

Day Work: 7:00 am - 4:00 pm, Monday - Friday

No work will be allowed on City observed holidays and weekends without prior approval by Director of Public Works and Development Services. Night work is not

allowed, unless directed and approved by Director of Public Works and Development Services.

14. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

15. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

16. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

17. DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed them prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent to each Bidder, person or firm recorded by the City as having attended the mandatory pre-bid meeting. Any addenda issued by the City

during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

18. SOLE SOURCE PROVISIONS

In accordance with Section 3400 of the California Public Contract Code, no materials or equipment is intended to be identified as "sole source". All material and equipment is specifically identified as is **or approved equal**. Bidders are encouraged to propose alternates for evaluation by the City as being equal to that specified in the contract documents.

19. PERMITS AND LICENSES

The Contractor's shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. Permit Fees will be reimbursed per Contract Allowance Item.

20. CONTRACTOR'S LICENSE LAW

Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.

Bidders shall comply with and require all subcontractors to comply with all Federal, State and City Contractor's License Laws and be duly registered and licensed there under as required. Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

Contractor shall have a valid California General Contractor License, **Class A, General Engineering Contractor**, at the time of bid, at the time of award and during the performance of the work.

21. EMPLOYMENT OF UNDOCUMENTED ALIENS

Pursuant to Section 6101 of the Public Contract Code, the City may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

22. CONTRACT BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond. These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising there under, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the

required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company whose selection is acceptable to the City.

Bonds shall conform to state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor's with written proof submitted to the City.

23. INSURANCE

All bidders must be able to provide proof with bid submittal of a minimum of **\$2,000,000** general/public liability insurance and additional **\$5,000,000** umbrella / excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such. The liability insurance coverage values shall be:

- Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;
- Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS **(\$5,000,000)**;
- Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;
- Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS **(\$5,000,000)** shall be considered equivalent to the said required minimum limits set forth herein above.

The City of Commerce requires a separate Certificate of Endorsement that enforces the general liability statement: "Additional insured endorsement names the City of Commerce as additional insured." The certificate should indicate that their insurance is primary and noncontributory.

Proof of Worker's Compensation Insurance is required.

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

24. SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractor's to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the Contractor further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against it by virtue of the failure of the Contractor's or any subcontractor's to comply with the provisions of any or all of said acts and amendments.

25. SALES AND USE TAX

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments. No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

26. WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractor, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved. If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

27. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b): The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

29. AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER MANDATORY

The right is reserved to reject any and all bids and waive any irregularity in any bid received. Award of the Contract, if awarded, will be to the lowest responsible and responsive bidder whose Bid Form complies with all requirements prescribed. Such award, if made, will be made within 60 days after opening of bids.

If lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 75 days after opening of bids.

If second lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 90 days after opening of bids.

The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between Department of Public Works and Development Services and the Bidder concerned.

When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

30. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.

4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

31. EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the Contractor's or any subcontractor's under him. The Contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

32. SUBCONTRACTS

Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. The Contractor is required to perform, with its own organization, Contract work amounting to at least **51%** of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor's names, a general description of the work to be performed by each subcontractor's and the dollar amount for each subcontractor shall be submitted with the bid.

END OF SECTION

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BID PROPOSAL FORM**Citywide Wayfinding Vehicular Directional Signs Project*****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND ATTACHMENTS AS REQUIRED***

SUBMITTED BY: _____
(Bidder's Name)

In accordance with the City of Commerce's Notice Inviting Sealed Bid Proposals, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Commerce and this bid and the acceptance hereof may, at the City of Commerce's option, be considered null and void.

DELIVERED TO: City of Commerce
Attn: Purchasing Division of Finance
2535 Commerce Way
City of Commerce, California 90040

Bid shall be submitted in a sealed envelope and plainly marked on the outside "**Citywide Wayfinding Vehicular Directional Signs Project – Do Not Open With Regular Mail**".

BID DUE DATE: [ENTER BID DUE DATE] at [ENTER BID DUE TIME]. *Late proposals will not be considered.*

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

DRAFT

BID SCHEDULE

To the City of Commerce City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedules:

BASE BID SCHEDULE					
Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Furnish and install wayfinding vehicular directional sign. The final color of the sign shall be determined by the City. Contractor shall furnish four (4) sample signs with different color options to the City before placing the final order and City will determine the final color.	46	EA	\$	\$
2	Furnish and install Decorative Sign Post and foundation (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations . Final pole locations shall be approved by the City.)	11	EA	\$	\$
3	Furnish and install Standard Galvanized Steel Post with breakaway anchor and foundation (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations . Final pole locations shall be approved by the City.)	31	EA	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS					\$

TOTAL BASE BID AMOUNT IN WORDS: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Base Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

REQUIRED DOCUMENTS

- ☐ BID PROPOSAL FORM
- ☐ BID BOND FORM
- ☐ PROPOSED SUBCONTRACTORS FORM
- ☐ BIDDER QUALIFICATION FORM
- ☐ BIDDER INFORMATION FORM
- ☐ NON COLLUSION AFFIDAVIT
- ☐ ONE ORIGINAL and TWO COPIES

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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SIGNATURE

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: _____

Federal I.D. No.: _____ Contractor's License No.: _____

License Expiration Date: _____ License Classification: _____

Business Address _____
(Street and/or P.O. Box)

(City) (State) (Zip)

E-Mail Address: _____

Business Telephone No.: _____ Facsimile No.: _____

SIGN HERE -----> _____
Signature of Bidder - Print Name and Title of Bidder

Executed this _____ day of _____, 20__ at _____, California.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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BID BOND FORM**Citywide Wayfinding Vehicular Directional Signs Project**

KNOW ALL MEN BY THESE PRESENTS
that _____

_____,
as BIDDER, AND _____,

as SURETY, are held and firmly bound unto the City of Commerce, in the penal sum of
_____ dollars

(\$_____), which is ten percent (10%) of the total amount bid by BIDDER to the City of Commerce for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Commerce for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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PROPOSED SUBCONTRACTORS FORM

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

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No	Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Contractor's License #	DIR #	Dollar Amount	% of Total Bid Amount
1					\$	%
2					\$	%
3					\$	%
4					\$	%
5					\$	%
6					\$	%
7					\$	%

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8		\$			%	
9		\$			%	
10		\$			%	
11		\$			%	
12		\$			%	
13		\$			%	
14		\$			%	
15		\$			%	
16		\$			%	
17		\$			%	
Total		\$			%	

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Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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BIDDER QUALIFICATION FORM

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill, business and financial standing.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work with public agency within the past three years.

Additional pages supporting this portion of the proposal may be attached.

Reference 1			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 2			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

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Reference 3			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 4			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 5			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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BIDDER INFORMATION FORM

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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Previous contract performance history:

Was any contract terminated previously:_____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination:_____

Reason for termination:_____

Owner's name:_____

Owner contact person and tel. no.:_____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC_____

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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NON-COLLUSION AFFIDAVIT FORM

_____, being first duly sworn, deposes and says
(Name of Affiant)

that he\she is _____ of _____
(Title) (Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20_____ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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PART 1 – GENERAL PROVISIONS

The General Provisions which shall apply to this Contract shall be those set forth in the Standard Specifications for Public Works Construction, Latest Edition, except as amended herein, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, hereinafter referred to as "Greenbook".

The "Greenbook" is referred to and by this reference made a part hereof as though set forth at length. The Contractor shall comply with the "Greenbook" in addition to the general conditions set forth in these General and Special Provisions of the Contract Documents.

2-1 AWARD AND EXECUTION OF THE CONTRACT.

ADD the following SUBSECTION: **"2-1.1 REGISTRATION OF CONTRACTORS.** Only a contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract with the City unless currently registered and qualified to perform work pursuant to Section 1725.5 of the Labor Code."

2-3 SUBCONTRACTS.

ADD the following SUBSECTION: **"2-3.4 REGISTRATION OF SUBCONTRACTORS.** Only a subcontractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement."

6-9 LIQUIDATED DAMAGES.

DELETE the SECTION in its ENTIRETY and **REPLACE** with the following: "Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Liquidated damages shall accrue starting on the 1st day after expiration of the working days through the day of Contract acceptance.

The City of Commerce shall specify the amount for liquidated damages, as allowed per Public Contract Code §7203. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with SECTION 6-6 DELAYS AND EXTENSIONS OF TIME, the Contractor shall pay to the Agency, or have withheld from monies due it, \$1,000 per calendar day.

7-2 LABOR.

ADD the following SUBSECTION: **“7-2.5 COMPLIANCE MONITORING AND ENFORCEMENT.** Any contract with the City of any public improvement shall be subject to compliance monitoring and enforcement by the DIR in accordance with Section 1771.4 of the Labor Code.

9-3.2 PARTIAL AND FINAL PAYMENT

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the City for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

Five (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule, Field Quantity Sheet and Certified Payroll Records in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable additional documents described above will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

PART 2 – SPECIAL PROVISIONS

GENERAL

1. All work shall be performed in accordance with the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, and all supplements; except where otherwise specified; the notes and details on the drawings; American Public Works Association Standard Plans; California Manual on Uniform Traffic Control Devices (CAMUTCD); Caltrans Standard Plans, Latest Edition; the General Provisions (Part 1); and these Special Provisions (Part 2).

2. SCOPE OF THE WORK COVERED BY CONTRACT DOCUMENTS

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the rehabilitation of various locations Citywide as shown in **Appendix B – Vehicular Directional Sign Locations**.

3. ADDITIONAL CONTRACTORS DUTIES

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

4. CONTRACTS

Construct entire work under one contract with the City.

5. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.
6. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:
 - 1) Permits issued by jurisdictional regulatory agencies
 - 2) Change Orders and/or Supplemental Agreements; which occurs last
 - 3) Contract/Agreement
 - 4) Addenda
 - 5) Bid/Proposal
 - 6) Special Provisions (Part 2)
 - 7) Plans
 - 8) General Provisions (Part 1)
 - 9) Standard Plans

- 10) Standard Specifications
- 11) Reference Specifications

7. DISCREPANCIES IN THE CONTRACT DOCUMENTS

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Director of Public Works and Development Services or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Director of Public Works and Development Services or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Director of Public Works and Development Services or his/her designee. The Contractor shall be compelled to act on the Director of Public Works and Development Services or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Director of Public Works and Development Services or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

8. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Director of Public Works and Development Services or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Director of Public Works and Development Services or his/her designee.

9. CHANGED CONDITIONS

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a

representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

10. MARKUP

For extra work and change orders the following percentages shall apply:

a. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

b. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

- c. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed

11. ALLOTTED WORKING SPACE

The Contractor shall be responsible for storing his materials and equipment and to use as work yard as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within this project site with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the yard and equipment, and to restore the assigned area to its original, pre-use condition, or better, to the satisfaction of the Engineer.

12. ACCEPTANCE OF SITE

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

13. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

14. SITE SECURITY AND SAFETY

The Contractor shall secure the project as well as the adjoining properties during the duration of the project.

15. SURVEY AND LAYOUT

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the Director of Public Works and Development Services or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

16. LIMITS OF WORK

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work on any particular area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

17. The Contractor is reminded that he is responsible for the control of water through the construction area, **at all times**.

18. SOLID WASTE MANAGEMENT AND RECYCLING PLAN

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a construction permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a construction permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

19. REFUSE ROUTE SCHEDULE

The Contractor shall accommodate and coordinate with the City's refuse pick-up service in the project area.

The Contractor shall accommodate and coordinate with the City's street sweeping service in the project area.

20. LEGAL ADDRESS OF CONTRACTOR

The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

B. GENERAL PROCEDURES

1. **CITY OF COMMERCE LICENSE AND PERMIT.** The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.

2. PROJECT SCHEDULE

The Contractor shall submit a Construction Schedule to the Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met. Construction Schedule shall be prepared with Critical Path Method -Microsoft Project format.

Contractor shall submit updated Project Schedule with monthly progress pay requests.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Engineer or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

3. NOTICE TO PROCEED

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the

City to the Contractor.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

4. CONTRACT TIME

The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Director of Public Works and Development Services or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

a. Delay in Obtaining Materials

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

b. Record Drawings

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including

Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

5. CONSTRUCTION STAKING

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

6. INSPECTION AND TESTING

All work covered by this Contract Documents shall be inspected by the Engineer. Request for inspection service shall be made 24 hours in advance.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the Engineer or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Engineer or his/her designee.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

7. UTILITIES

- a. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities by contacting Underground Service Alert at 811, at least 48 hours in advance of the work.
- b. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.
- c. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
- d. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

- e. The Contractor shall not interrupt the service function or disturb the support of any utility, such as thrust blocks, without authority from the City. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shut off unless noted otherwise elsewhere.
- f. SCE, Telephone, Gas manholes and structures such as valves, vaults & boxes shall be adjusted to grade by the respective utility owner.

Sewer and storm drain manholes and water valves shall be adjusted to grade by the Contractor.

LAC Sanitation Trunk Sewer Manhole shall be adjusted per LAC Sanitation District Procedure.

It shall be the Contractor's responsibility to notify and coordinate with affected utility companies that shall require adjustment work to their structures to grade.

- g. To minimize hazard and inconvenience to the traveling public, the Contractor shall

construct temporary AC ramps around the vertical edges of structures when they have 1" or more vertical edge to the pavement and are opened and subjected to traffic, and the Contractor shall also remove the same ramps when required for the new work to take place. The width of the ramps shall not be less than 5 feet or as approved by the engineer. The costs for the construction and removal of temporary AC ramps shall be included in the cost of cold milling and or removal of existing pavement.

- h. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
- i. All cost in compliance with the above requirements shall be considered included in various bid items in the Bid Schedule unless noted otherwise.

8. PUBLIC CONVENIENCE AND SAFETY

- a. The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.
- b. At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Engineer or his/her designee.
- c. During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
- d. Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

9. SANITARY CONDITIONS

The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

10. AIR POLLUTION AND DUST CONTROL

The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

11. WATER POLLUTION CONTROL

The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

12. CONSTRUCTION PHASING

To provide minimum inconvenience to the public particularly the residence and business owners, occupants and the travelling public, the Contractor shall execute the project in phases and adhere to the Traffic Control Requirements below.

Prior to any work on any street the Contractor shall prepare and submit his/her phasing program to the Engineer for review and approval subject to the following requirements:

- a. Prior to any lane and/or closure, the Contractor shall notify the affected occupants five (5) days prior to any closure to allow occupants to arrange their temporary vehicle parking.

13. TRAFFIC CONTROL REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CAMUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

- a. Partial Street Closures, Detours and Barricades.

- 1.) In the partial closure of streets, the Contractor shall comply with Phasing requirements above.
- 2.) The Contractor shall notify City Engineer at least ten (10) working days before partially closing any street or alley.
- 3.) The Contractor shall notify the following agencies at least ten (10) working days before partially closing any street or alley:

Commerce Police Department (served by County Sheriff)
Commerce Fire Department (served by County Fire)

- 4.) Immediately upon completion of the construction work and opening or reopening of any street or alley, the two (2) parties above shall be notified.
- 5.) The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in Part 6 of the CA MUTCD. Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good

- condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The Contractor will be allowed no more than one (1) work day to remove graffiti.
- 6.) Unless approved by the Engineer, all traffic lane shall be open at the end of working hours of each day.
 - 7.) The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. A temporary AC pavement may be used for this reason to allow traffic.
 - 8.) The Contractor shall maintain a minimum of 5 feet clearance from the edge of the lane striping to a vertical edge of 4" or greater. If the Contractor is unable to provide the minimum 5 feet, the Contractor shall have the option of using K-rail or maintain a 4:1 slope from the edge of excavation.
 - 9.) To minimize hazard and inconvenience to the traveling public, the Contractor shall construct temporary AC ramps around the vertical edges of structures when they have 0.5" or more vertical edge to the pavement and are opened and subjected to traffic, and the Contractor shall also remove the same ramps when required for the new work to take place. The width of the ramps shall not be less than 5 feet or as approved by the Engineer. The costs for the construction and removal of temporary AC ramps shall be included in the cost of cold milling and or removal of existing pavement.
 - 10.) All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS.
 - a.) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
 - b.) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
 - c.) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.

- d.) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Engineer or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
 - e.) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.
- 11.) Maintain a telephone or telephones numbers where the Contractor or representative can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the City of Commerce Police Department.
 - 12.) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
 - 13.) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.
 - 14.) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
 - 15.) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.
 - 16.) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.
- b. Minimum Requirements for Maintaining Traffic Flow.
 - 1.) The Contractor shall maintain one minimum ten foot traffic lane of traffic in each

direction.

- 2.) Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.
- 3.) Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.
- 4.) Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City of Commerce requirements for nighttime noise standards at adjacent private property lines.
- 5.) If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City of Commerce, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

c. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during any holiday period.

d. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

e. Payments to Contractor and Claims

All Cost for complying with the traffic control requirements shall be considered included in various items of the bidding schedule.

14. CLEARING AND GRUBBING

a. Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

b. Subsection 300-1.3.1, "Removal and Disposal General", add the following:

1.) All material removed from the project shall be considered the property of the Contractor and shall be disposed of at the Contractor's expense in a legal manner outside the property unless noted otherwise elsewhere in the Contract Documents. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, and all miscellaneous items to be removed on the project as shown on the Plans and directed by the Engineer.

a.) Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.

b.) Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.

2.) Prior to any removal the Contractor shall also perform the following and submit them to the Engineer:

- a.) Identify and prepare inventory of all affected utility manholes, valves and structures to include names and utility owners.
- b.) Record all affected roadway pavement markings, striping, and traffic loops to include type and location by topographic survey.
- 3.) All materials indicated to be removed and recycled shall be done immediately at the CONTRACTOR's expense at a site approved by the Engineer, per the requirements highlighted in of the Contract Documents. No demolished materials shall be stored in the Work Area or Staging Area at any time, but instead shall be removed and recycled immediately.
- 4.) Prior to the removal of traffic loop, the Contractor shall contact the City Engineer for review and approval to enable the Contractor to adjust the associated traffic signal timing.
- 5.) Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 6.) Existing base may be reused if it conforms to the requirements of the Standard Specifications.
- 7.) Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, manholes adjustment to grades and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item and no additional compensation will be allowed.
- 8.) Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals.

15. UNCLASSIFIED EXCAVATION

- a. Unclassified excavation shall conform to the requirements of Section 300-2, "Unclassified Excavation" (SSPWC)
- b. Full compensation to comply with the requirements of this subsection which will include but not limited to the notification, coordination, protection and adjustment of utilities, removal, hauling, disposal and processing of AC and base material shall be paid under applicable bid item in the Bid Schedule.

Bid Item 1 – Furnish and install wayfinding vehicular directional sign**Payment:**

Full compensation to furnish labor, equipment, and materials to install new signs on new or existing pole shall be paid per each (EA) and shall be considered full compensation for complying with all the below requirements under this bid item in the bid schedule including all mounting appurtenances, and no additional compensation will be allowed. The installation of new pole is paid on a separate bid item, and not included in this bid item.

SIGN PANEL

3/8" THICK FLAT ALUMINUM SIGN PANEL. SIGN FACE: DIGITAL PRINTING ON REFLECTIVE WHITE VINYL. ANTI-GLARE FINISH. RESISTANT VINYL OVERLAY. SIGN BACK: PAINT FINISH WITH THERMOPLASTIC MATERIAL.

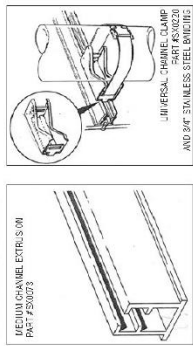
SIGN MOUNTING-HARDWARE

SIGN PANEL MOUNTED ON STEEL CHANNEL. SIGN FACE OR BACK IT BRANDS. UNIVERSAL CHANNEL CLAMP. CLAMP PLACEMENT: CLAMP UNIVERSAL CHANNEL. CLAMP PLACEMENT: CLAMP SLIDES INTO EXTRUDED CHANNEL. TO ATTACH SIGN FACE TO POLE. PART #200220.

ALUMINUM EXTRUDED SIGN. NEED 1/4" CHANNEL. EXTRUDED BY SIGN FX.

WELDED TO BACK OF SIGN PANEL. PART #200973. NO DRILLING OR

PENETRATION THROUGH SIGN FACE.



ATTACHMENT HARDWARE BY SIGN FX

**ALTERNATE COLORS**

VEHICULAR DIRECTIONAL

SIGN TYPE G

CITY OF COMMERCE WAYFINDING - VEHICULAR DIRECTIONAL SIGN



SHEET 22

04/04/17

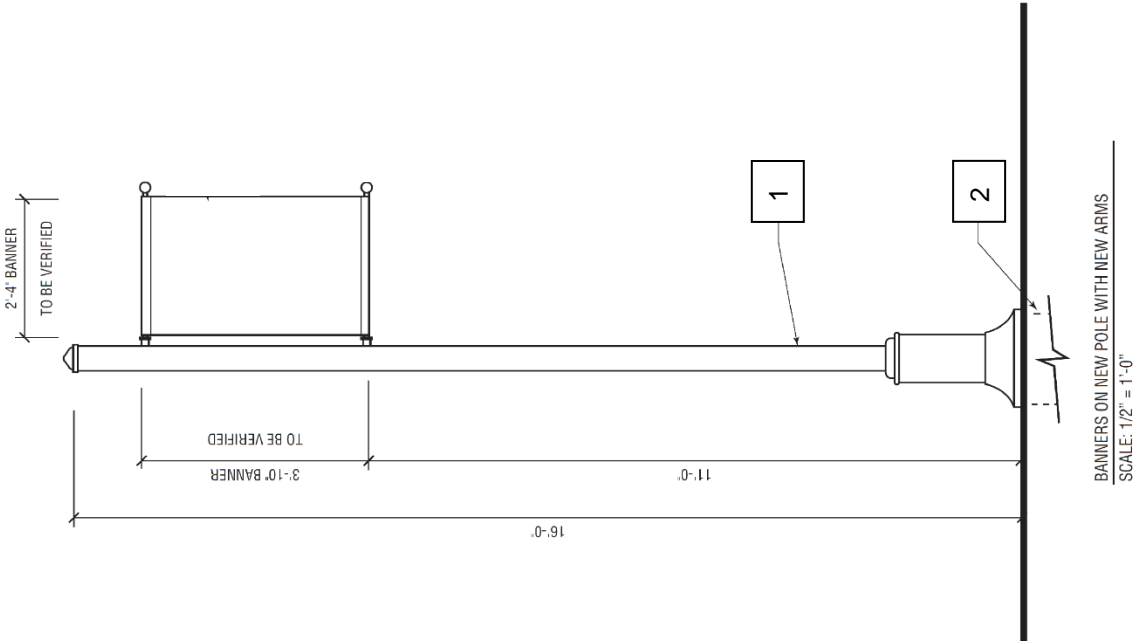
DRAFT

Bid Item 2 - Furnish and install large decorative sign post and foundation (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations. Final pole locations shall be approved by the City.)

Payment:

Full compensation to furnish labor, equipment, and materials to install new pole shall be paid per each (EA) and shall be considered full compensation for complying with all the below requirements under this bid item in the bid schedule including all mounting appurtenances, banner arms, footing, foundation for a complete installation as shown on the below drawings, and no additional compensation will be allowed.

DRAFT



SPECIFICATIONS FOR - NEW BANNER POLES

1

POLES:
NEW 5" DIAMETER ALUMINUM POLE:
HAWTHORNE ACTSLIP OVER DECORATIVE BASE COVER (VALMONT STRUCTURES OR SIMILAR)
NON-BREAKAWAY BOLT-ON ATTACHMENT BANNER ARMS WITH ROUND FINIALS ON ARMS ENDS. (VALMONT STRUCTURES OR SIMILAR)
POLE CAP: STYLE = FINIAL. (VALMONT STRUCTURES OR SIMILAR).
ALL COMPONENTS PAINT FINISHED TO MATCH MATTHEWS PAINTS: MP20161 ART DECO BRONZE METALLIC, IN HIGH-GLOSS FINISH
ANY MECHANICAL FASTENERS USED TO BE STAINLESS STEEL, AND VANDAL RESISTANT.
POLE, BASE PLATE AND ANCHORS PER STRUCTURAL SPECIFICATIONS. SEE SHEETS # 2 - 5

2

FOOTING:
CONCRETE FOOTING WITH EMBEDDED STAINLESS STEEL J-BOLTS.
PER STRUCTURAL ENGINEER'S STAMPED CALCULATIONS, SEE SHEETS # 2 - 5.

NOTES:

1. VERIFY BELOW GRADE CONDITIONS BEFORE CORING FOOTINGS.
2. THE SIGN CONTRACTOR MUST VISIT THE SITE AND FULLY INFORM THEMSELVES AS TO ALL EXISTING CONDITIONS AND LIMITATIONS. FIELD VERIFY EXACT LOCATIONS AND CONDITIONS FOR EACH SIGN AND NOTIFY THE CITY IN WRITING, OF ANY DISCREPANCIES, OMISSIONS, OR CLARIFICATIONS AS THEY AFFECT SIGN DESIGN OR LOCATION.

FABRICATOR TO ASSURE ALL BANNER MOUNTING HEIGHTS ON SAME STREET TO MATCH. BANNER MOUNTING SHALL NOT INTERFERE WITH EXISTING TRAFFIC SIGNAGE, OR HANGING ELECTRICAL WIRES. VERIFY IN FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE CITY.

NOTE:
SIGN FABRICATOR TO VERIFY EXISTING BANNER AND ARM DIMENSIONS. NEW BANNERS TO MATCH SIZE OF EXISTING BANNERS ON WASHINGTON BLVD, AT COMMERCE WAY.



CITY OF COMMERCE - BANNER POLES

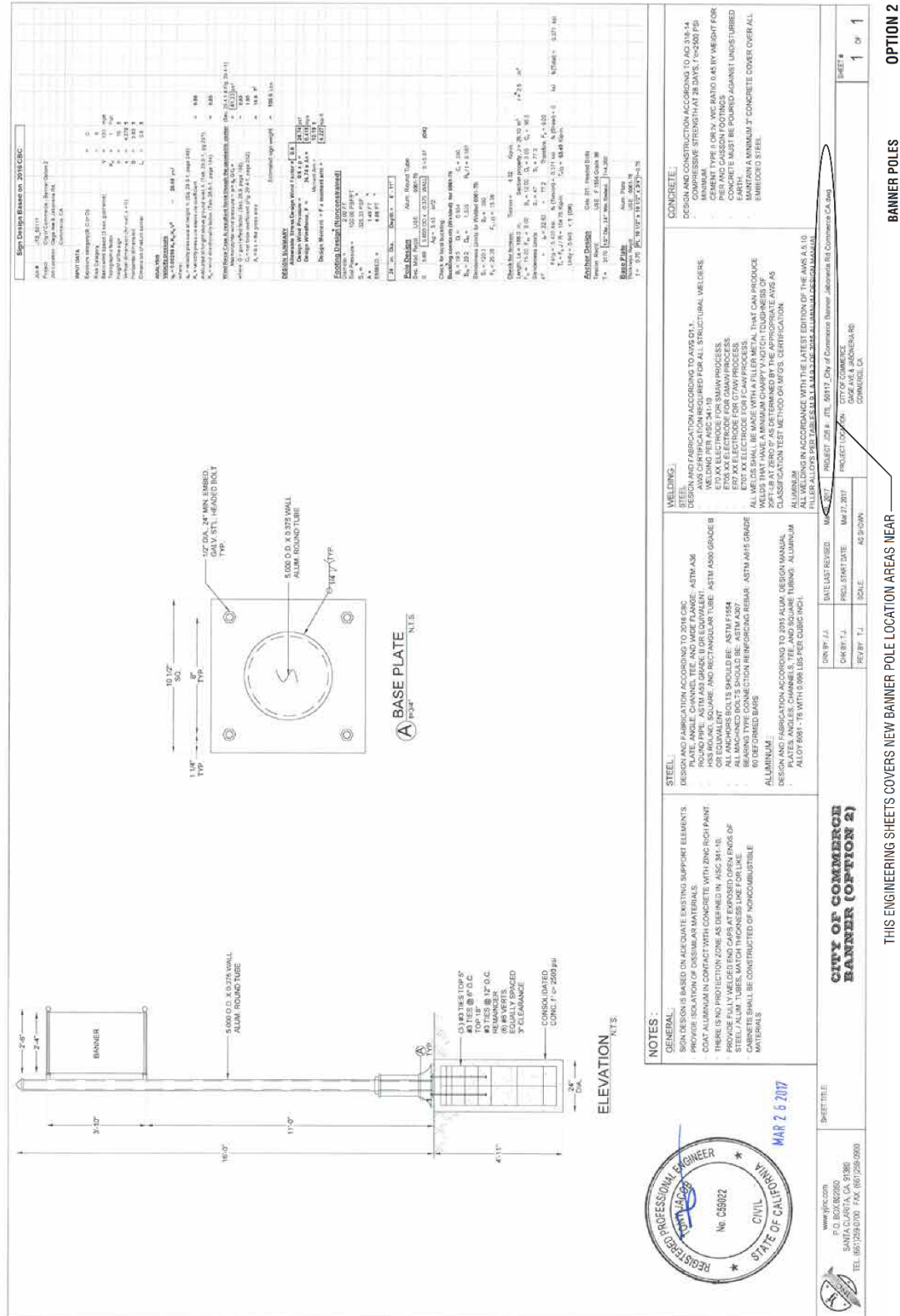
DESIGN INTENT DRAWINGS

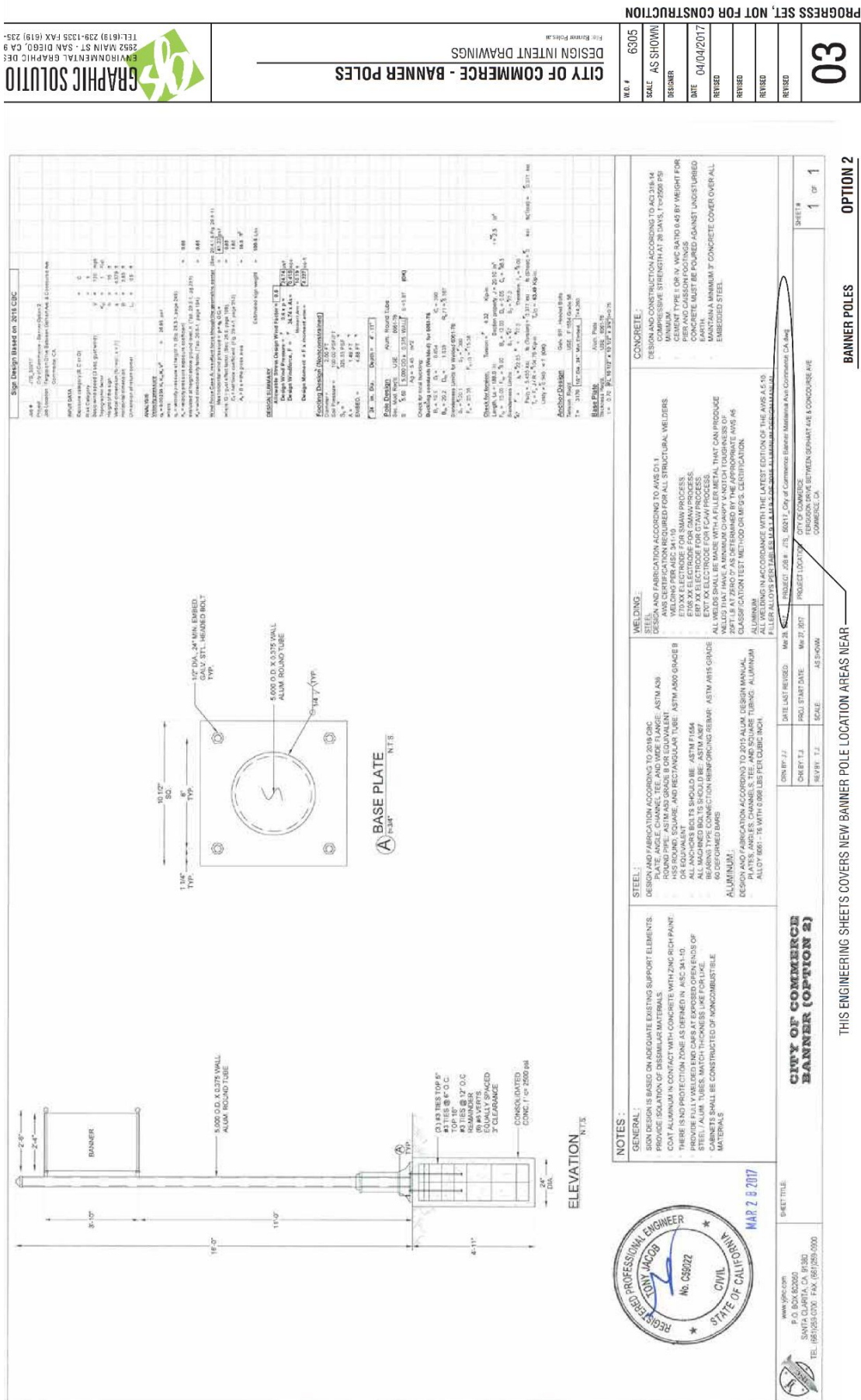
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W.O. #	6305
SCALE	AS SHOWN
DESIGNER	
DATE	04/04/2017
REVISED	
REVISED	
REVISED	
REVISED	
01	

PROGRESS SET, NOT FOR CONSTRUCTION

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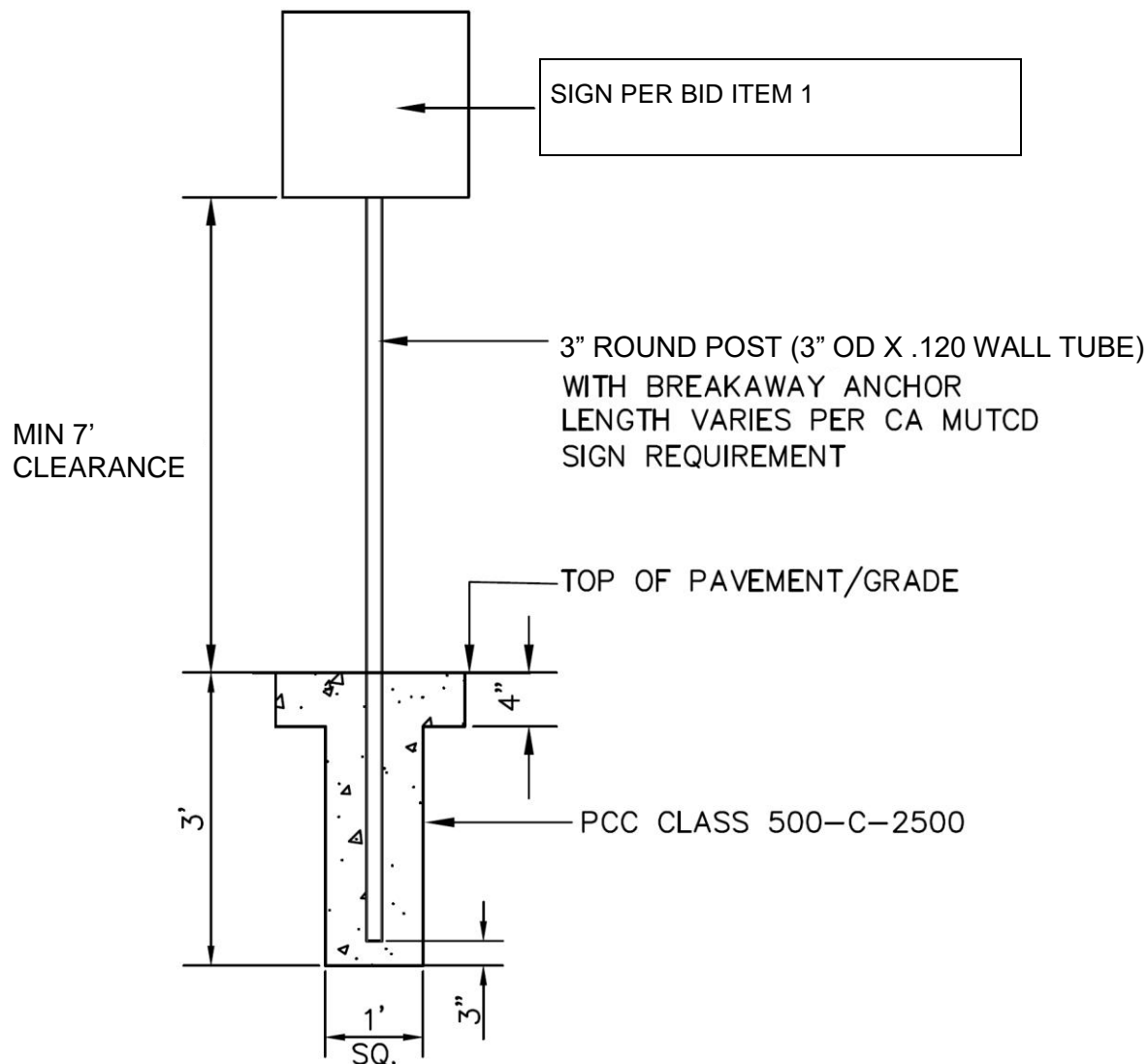


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Bid Item 3 - Furnish and install small decorative sign post with breakaway anchor and foundation from Signature Street Scapes (www.signaturestreetscapes.com) or City approved equal. (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations. Final pole locations shall be approved by the City.)

Payment:

Full compensation to furnish labor, equipment, and materials to install new pole shall be paid per each (EA) and shall be considered full compensation for complying with all the below requirements under this bid item in the bid schedule including all mounting appurtenances, footing, foundation for a complete installation as shown on the below drawings, and no additional compensation will be allowed.



Component Specification Sheet

Toll Free: 1-800-705-1446 we can help you with your order



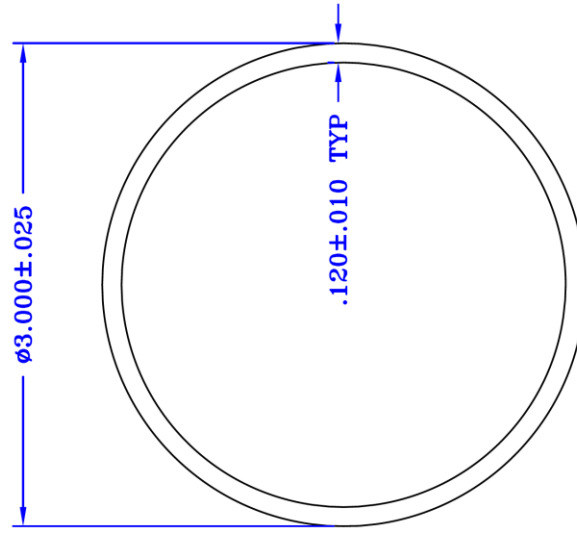
Part Name: 3" Round Post

Identification Number: SM3

Description: 3" OD X .120 Wall Tube

Weight: 1.3 lb /ft

Finish: Powder coat finish (standard gloss black)



DRAFT

Snap n' Safe Breakaway Specification

Toll Free: 1-800-705-1446 we can help you with your order



DRAFT

Designations Snap N' Safe Breakaway Sign Post Couplers

Ordering Guide

Item Number	Description
S200	2" x 2" Square Sign Post with In-Ground Anchor
S200S	2" x 2" Square Sign Post for Surface Mount
S238R	2-3/8" Round Sign Post with In-Ground Anchor
S300R	3" Round Sign Post with In-Ground Anchor
S238SR	2-3/8" Round Sign Post for Surface Mount
SU800	U-Channel Sign Post with In-Ground Anchor
SU800S	U-Channel Sign Post for Surface Mount

Specifications

Description:

The MUTCD Section 2A-19, which is the national standard used for all roads open to public travel states, "Ground mounted sign supports shall be breakaway, yielding, or shielded with a longitudinal barrier or crash cushion if within the clear zone."

The United States Department of Transportation Federal Highway Administration has released a new publication Safer Sign Supports: Are Yours Breakaway Yet? to help define terms and new requirements in section 2A-19 of the MUTCD. The publication includes the following information:

Breakaway Sign Posts are Required. Rigid objects close to a roadway can become deadly hazards when struck by a vehicle that strays off the pavement. Supports for road signs, frequently placed close to the roadway, are hazards if they are not designed, manufactured, and constructed to break away upon impact.

What does breakaway mean?

Breakaway sign supports include components "that when struck by a vehicle, (sign supports) separate from the base and are knocked ahead of or up and over the errant vehicle."

How will this be implemented?

FHWA realized that no agency can inventory, inspect, design, and replace non-breakaway sign supports overnight. The easiest way to accomplish this is to begin using breakaway supports when installing new signs or replacing damaged supports. All non-breakaway sign supports within the clear zone of areas posted at 50 mph or greater shall be replaced by January 2013."

For More Information:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/

Material:

80% Recycled Cast Gray Iron, **Approved Post: Schedule 40, 3" OD Steel Tube, 8 Gauge**

Benefits:

NCHRP Compliant
360 Degree Shear Point
No Anchores to Repair
Less Labor, Save 42% or More on Repairs
Reduces Risk of Occupant Injury from Post Piercing Windshield and Roof of Vehicle
Withstands Winds of 120 MPH
Hardware Included
Reduces Crew Exposure to Traffic, Reduces Liability
No Anchores to Repair or Concrete Boring

In-Ground Anchor Installation:

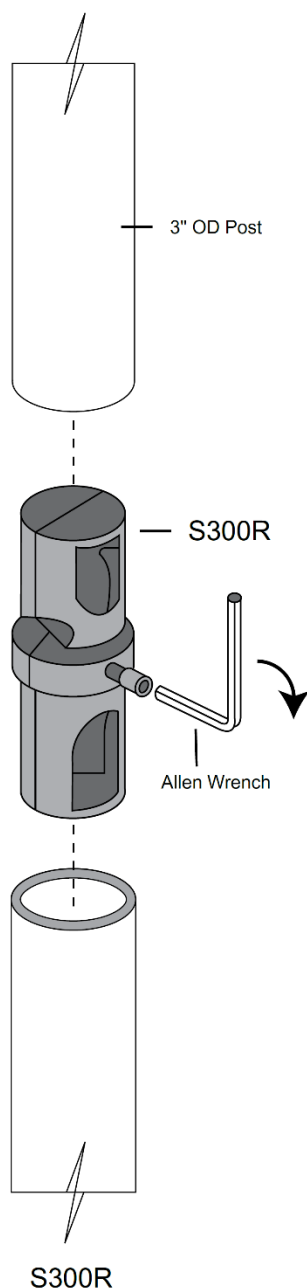
Insert Snap N' Safe in anchor and bottom of sign post and tighten Set Screw

Surface Mount Installation:

Drill holes in concrete using base as a guide. secure base to concrete using hardware provided. Insert sign post and tighten set screw.

DISCLAIMER:

All SNAP'n SAFE breakaway sign post couplers have been crash tested, accepted by FHWA, and are NCHRP Report 350 compliant. All were crash tested using standard steel highway sign posts. We cannot guarantee that the SNAP'n SAFE breakaway couplers will perform as tested using posts made from materials other than steel and will not be liable for any damages that may occur with posts that are not made from steel

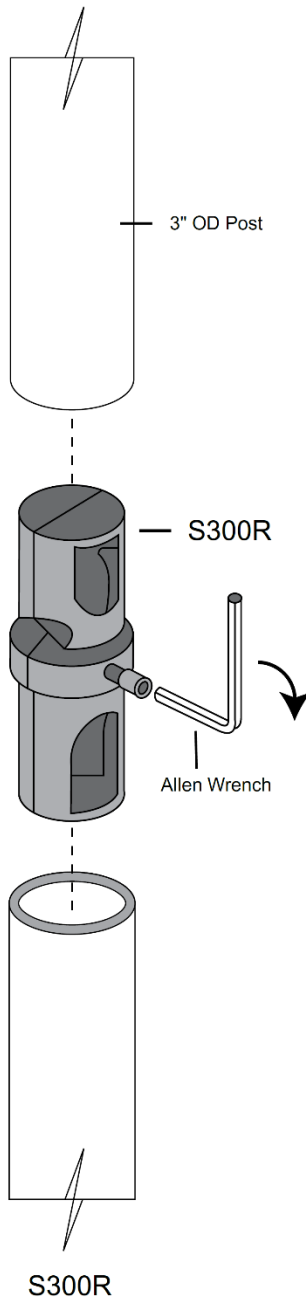


Snap n' Safe Breakaway Installation

Toll Free: 1-800-705-1446 we can help you with your order



DRAFT



S300R Installation Instructions:

1. Determine the location for the in-ground post sleeve.
2. Secure in-ground post sleeve so only 3" to 4" remain above ground level.
3. Position the Arrow on the Snap N' Safe Round Post Coupler upward, then insert into the in-ground post sleeve.
4. Slide the above ground sign post to the proper orientation onto the Snap N' Safe Coupler.
5. Using a 1/2" hexagon wrench, tighten the set screw in the Snap N' Safe round post coupler until secure.




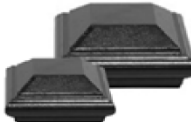

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Decorative Post Finials

Popular Finials for both 3" & 4" Posts

Signature Streetscapes stocks our most popular finial styles shown below in "Mill" and "Gloss Black" powder-coat finishes. Finials are secured to posts with provided stainless steel set screws. The finials shown below are available for both 3" & 4" aluminum round and square posts shown on page 16. Additional details on finial height, weight and other specification data can be found on our website at www.signaturestreetscapes.com/finials.



				
ACORN	GLOBE	BALL CAP	IMPERIAL	NEWEL
Fits Post / Item I.D.	Fits Post / Item I.D.	Fits Post / Item I.D.	Fits Post / Item I.D.	Fits Post / Item I.D.
3" DIAMETER / FN-0103	3" DIAMETER / FN-0203	2" SQUARE / FN-1022	3" SQUARE / FN-1233	2" SQUARE / FN-1122
4" DIAMETER / FN-0104	4" DIAMETER / FN-0204	3" SQUARE / FN-1033	4" SQUARE / FN-1244	3" SQUARE / FN-1133
		4" SQUARE / FN-1044		4" SQUARE / FN-1144

Theme Finials for 3" Diameter Poles

Theme Finials are a great way to add character to your decorative sign poles. All "Theme Finials" are designed to fit 3" diameter poles, but can be attached to 4" diameter poles with our "4x3 Reducer Cap" (shown on page 35). Additional details on finial height, weight and other specification data can be found on our website at www.signaturestreetscapes.com/finials.

			
PINECONE	HORSE HEAD	GOLF BALL	PINEAPPLE
Item I.D.	Item I.D.	Item I.D.	Item I.D.
FN-TH01	FN-TH02	FN-TH03	FN-TH04

When mounting "Theme Finials" to 4" diameter posts a 4x3 Reducer tenon is required, see page 35.

Custom Finial Options

Our in house capabilities allow us to provide unique solutions to brand your community signage package in a variety of ways. Call us for more information and ideas on how you can incorporate your community logo on sign poles and custom street signs.



POST TOP LOGO



WATERJET CUT ALUMINUM

18 To order call 1-800-705-1446

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Ornamental Post Bases

Bases for 3" Diameter Poles

Signature Streetscapes manufactures cast aluminum pole bases to fit both 3" & 4" diameter posts. Each base is coated with a durable powder-coat finish and uses stainless steel hardware for securing to the post. Additional specification data on all post bases is available on our website at www.signaturestreetscapes.com/bases.



Streetscape*	Colonial*	Corinthian*	Hanover	Mini Americana
BS-03A	BS-03B	BS-03C	BS-03E	BS-03F
HEIGHT: 32"	HEIGHT: 31"	HEIGHT: 24"	HEIGHT: 17.5"	HEIGHT: 10"
FOOTPRINT: 12"	FOOTPRINT: 12"	FOOTPRINT: 7.5"	FOOTPRINT: 8"	FOOTPRINT: 9"
SPLIT BASE	SPLIT BASE	SPLIT & SOLID OPTIONS	SOLID BASE	SOLID BASE

Bases for 4" Diameter Poles



Call us! We can assist in determining the base that will best suit your needs and budget.

Streetscape*	Colonial*	Legend	Mini Americana
BS-04A	BS-04B	BS-04H	BS-04F
HEIGHT: 32"	HEIGHT: 30.5"	HEIGHT: 18"	HEIGHT: 10"
FOOTPRINT: 12"	FOOTPRINT: 12"	FOOTPRINT: 13"	FOOTPRINT: 9"
SPLIT BASE	SPLIT BASE	SOLID BASE	SOLID BASE

"Solid" or "Split" Bases

Signature Streetscapes casts a variety of decorative bases in two different styles, "Split" and "Solid". Bases in the above chart are noted with a (*) when they are constructed with a "Split" design. All other bases are of "Solid" one-piece construction.

Split Base

Easy to install, these bases wrap around new or existing poles and lock together with stainless steel fasteners.



Solid Base

Slides over the top of pole and rests on the ground or concrete pad. Bases are locked to the pole with stainless steel set screws.



visit us online at www.signaturestreetscapes.com

Decorative Sign Posts

Volume Discounts Available...



3" SMOOTH 4" SMOOTH 3" FLUTED 4" FLUTED 2" SQUARE 3" SQUARE 4" SQUARE

Signature Streetscapes stocks all our standard post lengths and profiles in a *Tiger Drylac Bengal Gloss Black* powder-coat finish. We also inventory a large amount of mill finish product and can cut custom lengths to meet your job specification as needed. Custom powder-coat colors are available upon request, see page 41 for finish options or call us for more information.

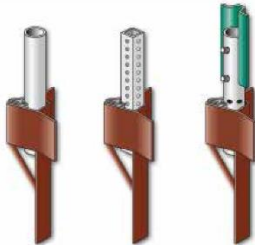
Length:	3" Smooth	4" Smooth	3" Fluted	4" Fluted	2" Square	3" Square	4" Square
8'-0"	SM-0308	SM-0408	FL-0308	FL-0408	SQ-2208	SQ-3308	SQ-4408
10'-0"	SM-0310	SM-0410	FL-0310	FL-0410	SQ-2210	SQ-3310	SQ-4410
12'-0"	SM-0312	SM-0412	FL-0312	FL-0412	SQ-2212	SQ-3312	SQ-4412
14'-0"	SM-0314	SM-0414	FL-0314	FL-0414	SQ-2214	SQ-3314	SQ-4414
16'-0"	SM-0316	SM-0416	FL-0316	FL-0416	SQ-2216	SQ-3316	SQ-4416

CHOOSE YOUR POST LENGTH CAREFULLY. BE SURE TO INCLUDE ENOUGH ROOM FOR ALL SIGN/LIGHTING COMPONENTS INCLUDING A MINIMUM DIRECT BURIAL DEPTH OF 24-30"

Post installation methods...

V-Loc Breakaway

For use in clear zones to make 3" & 4" Smooth and Fluted tubing breakaway compliant



Direct Burial Posts

Designed for use with concrete installation. We recommend 24" of post burial. Size and depth of concrete varies according to local soil conditions. Concrete foundations should extend above ground level and be larger in diameter than the base, to prevent damage and ensure the finish will be protected for years to come.



Surface Mount Posts

Designed to be used when pole is mounted above grade and fastened with anchors or "J-bolts" in concrete. Fasteners are cast integral with foundation. Call ahead and we can send a hole placement template to match the bolt patterns on our surface mounted bases for use when pouring concrete footers. *See page 34*



Sign Poles & Accessories

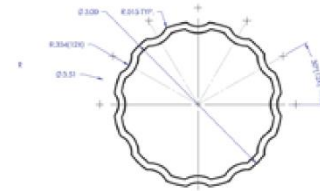
Bulk Post Pricing, call for volume discounts



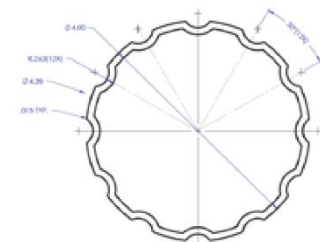
Signature Streetscapes offers significant discounts on both powder coated and mill finish (raw/uncoated) material when ordered in bulk. Call our customer service department for more information on placing high volume orders. Custom lengths also available upon request.

Length:	Wall Thickness	Lbs. / Ft.
3" SMOOTH	.120	1.300
3" FLUTED	.120	1.340
4" SMOOTH	.125	1.826
4" FLUTED	.125	1.910
2" SQUARE	.125	1.091
3" SQUARE	.125	1.673
4" SQUARE	.125	2.555

All material made from alloy 6063 aluminum



3" DIAMETER FLUTED



4" DIAMETER FLUTED



NEED SPECIAL HARDWARE?

We understand that when building custom sign fixtures that sometimes the standard hardware package may not always fit your needs. It is important to us that when your products arrive everything required to properly mount your sign is included in shipping. Please let us know at the time of order if you have any specific hardware or mounting style requirements. In almost all cases we can suggest and provide hardware and mounting solutions to fit your needs.

Sign Post Hardware & Accessories



J-BOLTS

Used for surface mounted poles and lighting applications



DEEP GREEN STEEL U-CHANNEL POSTS

Green enamel finish steel posts are an economical option for mounting street name and traffic signs. Can be used with a variety of hardware options.



Price per Bolt	8'-0"	10'-0"	12'-0"	10'-0"	12'-0"	Rain Cap	Dome Cap
J-BOLT	U-CHANNEL-8	U-CHANNEL-10	U-CHANNEL-12	GAL-10	GAL-12	FN-RC	FN-DC



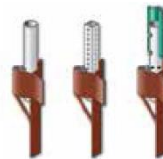
BREAKAWAY COUPLER

Snap n' Safe breakaway hardware for 3" diameter steel posts



BREAKAWAY BOLTS

Galvanized steel bolts for creating breakaway approved surface mounted posts



V-LOC BREAKAWAY POST ANCHOR SYSTEM

FHWA approved breakaway options for a variety of post styles including our fluted and smooth aluminum sign poles shown on page 16.



SNAP N' SAFE BREAKAWAY PRODUCTS

We carry a wide range of breakaway hardware options. Order directly from our website or call our customer service department for assistance in placing your order.

3" OD Post	#4 x 6" Galvanized	Earth, Asphalt & Concrete Installations	For Square, Round & U-Channel Posts
S300R	DENT	CALL FOR DETAILS	CALL FOR DETAILS

visit us online at www.signaturestreetscapes.com

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Appendix A
SAMPLE CONTRACT TO BE EXECUTED

CITY OF COMMERCE
STANDARD CONTRACT
Citywide Wayfinding Vehicular Directional Signs Project
IN THE CITY OF COMMERCE, CALIFORNIA

THIS AGREEMENT is made and entered into this **XX** day of **MONTH 20__**, by and between the CITY OF COMMERCE, a Municipal corporation (the “CITY”) and **CONTRACTOR NAME HERE** (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before (the “PROJECT”);

WHEREAS, on **Month XX, 20__**, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I. CONTRACT DOCUMENTS.

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of **ENTER AMOUNT HERE**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work,

and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of Article XII herein have been met.

ARTICLE IV. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE V. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the CITY and shall complete work on the PROJECT within sixty (60) calendar days from the commencement thereof.

ARTICLE VI. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with

all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII. INDEMNIFICATION.

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of CONTRACTOR's work under this Contract; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described herein.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VIII. PERFORMANCE BOND.

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a performance bond, or bonds in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE IX. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

ARTICLE X. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

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ARTICLE XII. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIII. NON-ASSIGNABILITY.

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR.

ARTICLE XIV. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XV. ATTORNEY'S FEES.

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE

CONTRACTOR NAME

By: _____
Hugo A. Argumedo, Mayor

By: _____
Name, Title

ATTEST:

APPROVED AS TO FORM:

By: _____
Lena Shumway
City Clerk

By: _____
Noel Tapia,
City Attorney

EXHIBIT A INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The Agency's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

FAITHFUL PERFORMANCE BOND FORM**Citywide Wayfinding Vehicular Directional Signs Project**

KNOW ALL MEN BY THESE PRESENTS that _____
 _____, as CONTRACTOR
 and _____, as SURETY,
 are held and firmly bound unto the City of Commerce, in the penal sum of
 _____ dollars (\$_____),
 which is one-hundred percent (100%) of the total contract amount for the above stated project, for
 the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally,
 firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
 awarded and is about to enter into a Contract with the City of Commerce for the above stated
 project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
 in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
 remain in full force and effect in favor of the City of Commerce; provided that any alternations in the
 obligations or time for completion made pursuant to the terms of the contract documents shall not in
 any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby
 waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

_____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
 address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

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MATERIAL AND LABOR BOND FORM**Citywide Wayfinding Vehicular Directional Signs Project**

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as CONTRACTOR
and _____, as SURETY, are
held and firmly bound unto the City of Commerce, in the penal sum of
_____ dollars (\$_____),
which is one-hundred percent (100%) of the total contract amount for the above stated project, for
the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into a Contract with the City of Commerce for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of the City of Commerce; provided that any alternations in the
obligations or time for completion made pursuant to the terms of the contract documents shall not in
any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

_____ day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

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Appendix B
VEHICULAR DIRECTIONAL SIGN LOCATIONS

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 1: EAST SIDE OF TELEGRAPH RD SOUTH OF SLAUSON AVE

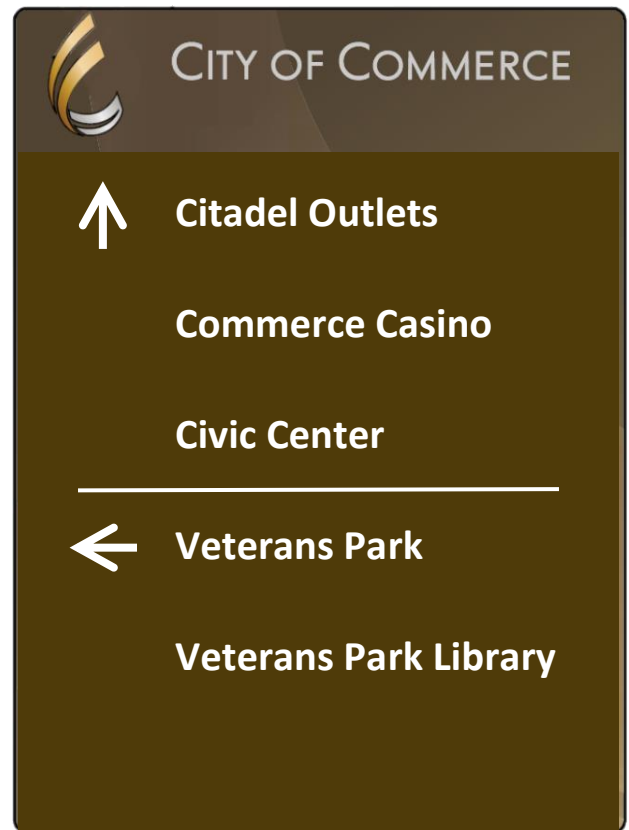


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IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 2: NORTH SIDE OF SLAUSON AVE EAST OF E GAGE AVE

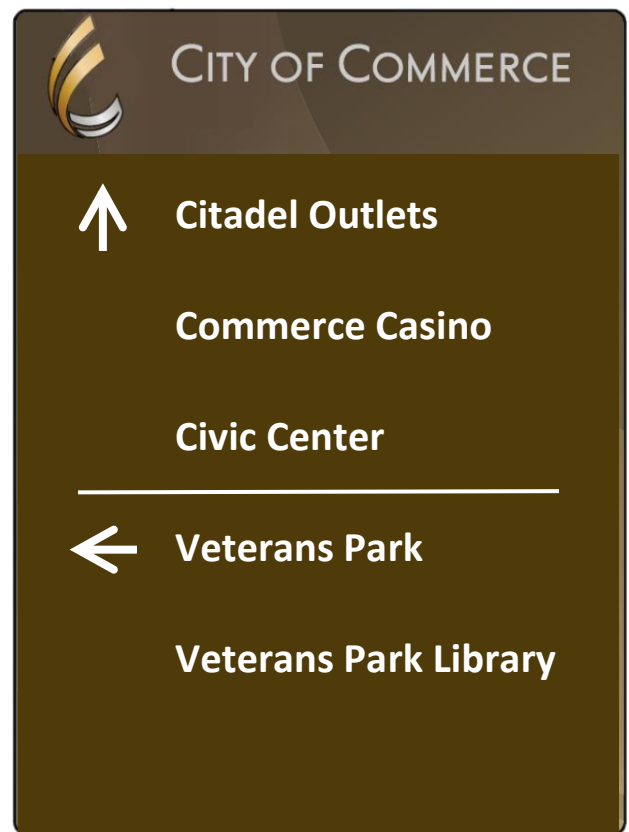


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



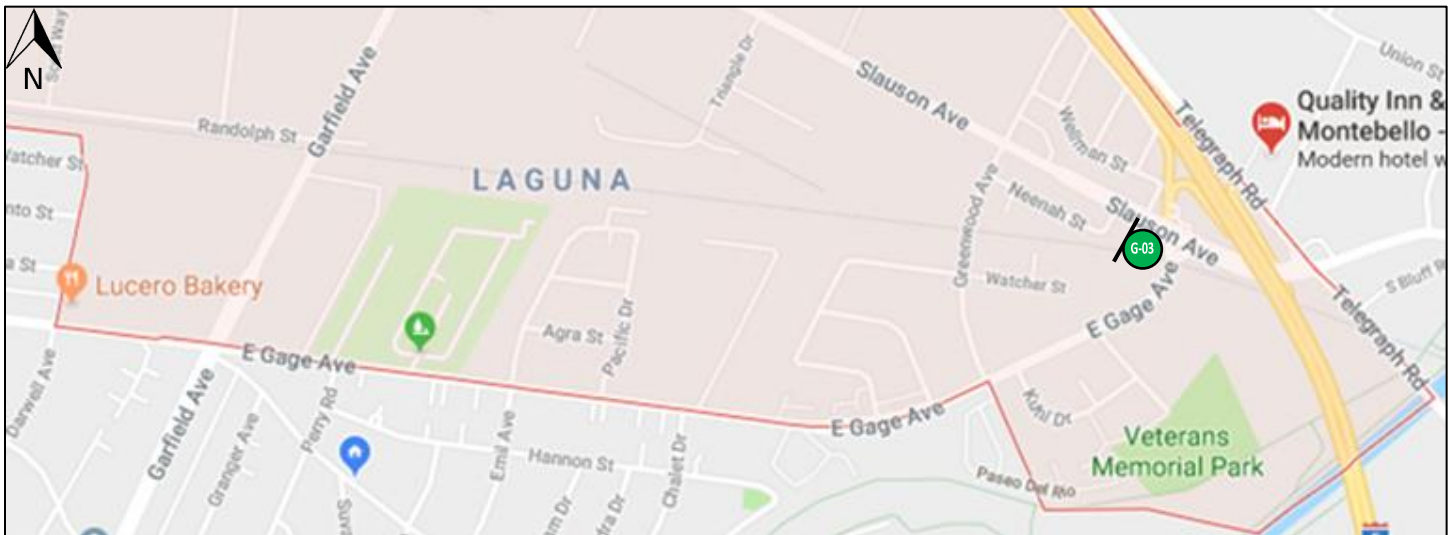
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

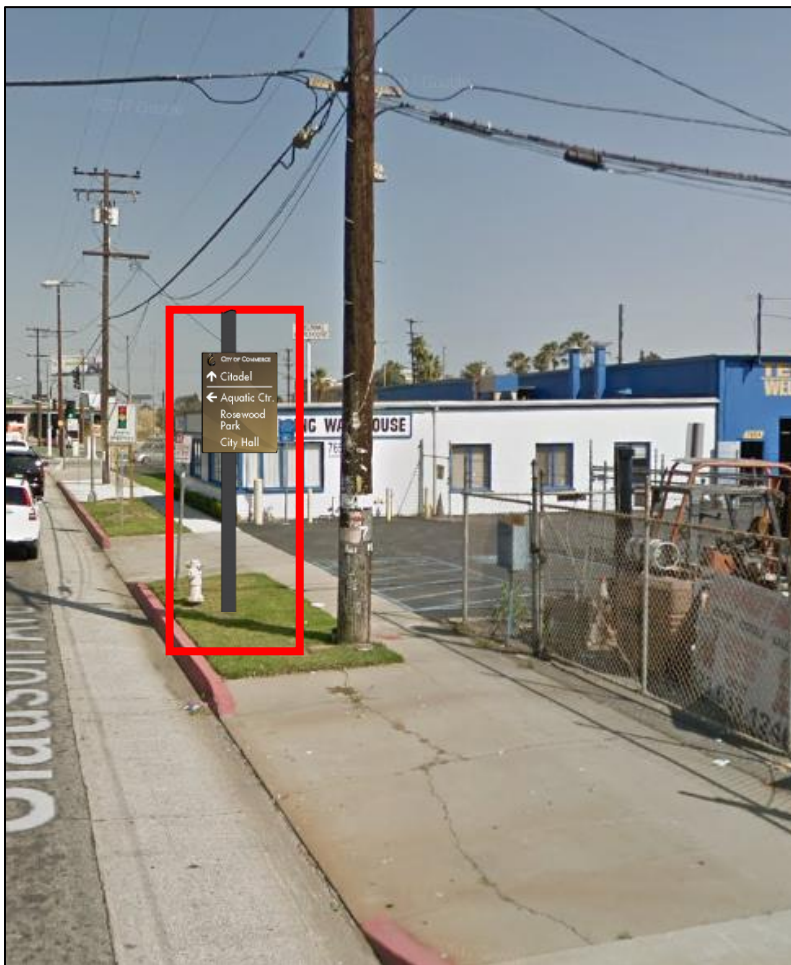
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 3: SOUTH SIDE OF SLAUSON AVE WEST OF E GAGE AVE

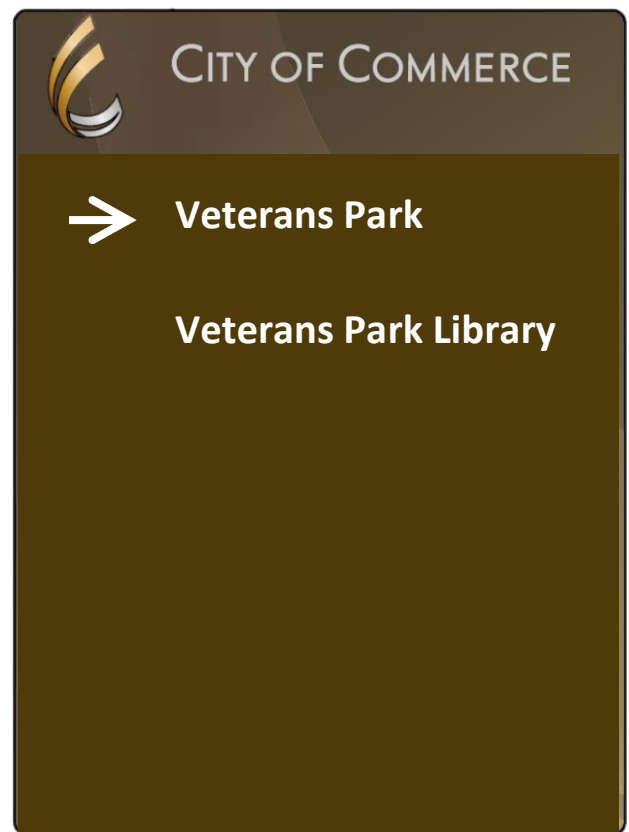


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



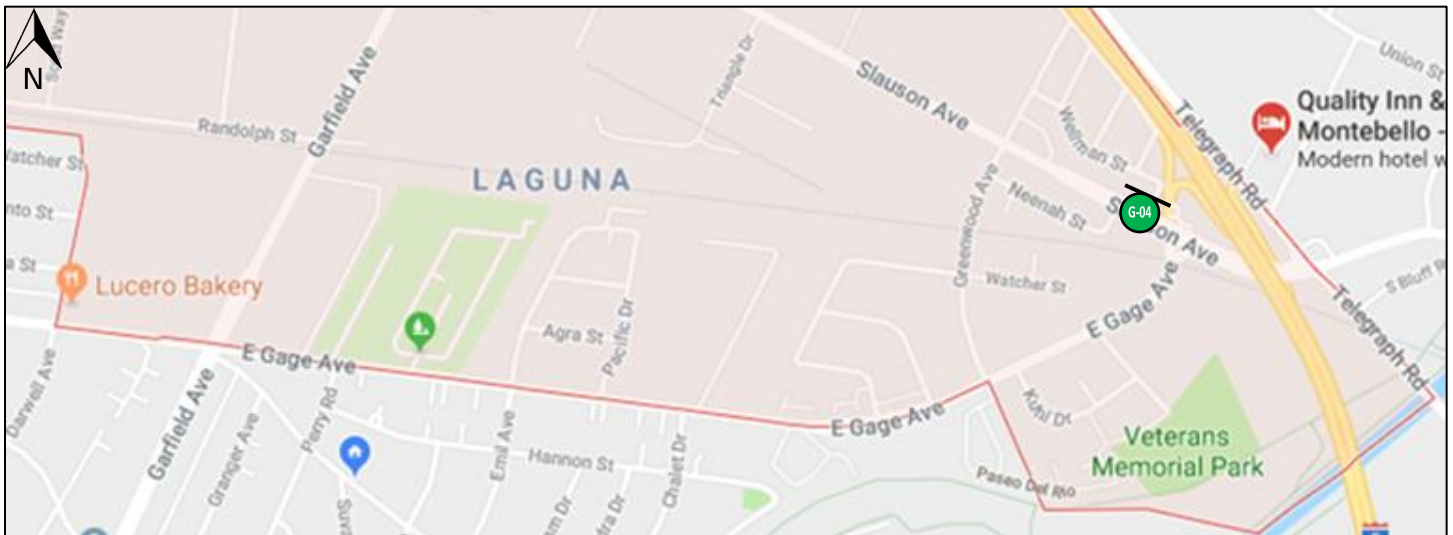
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 4: WEST SIDE OF E GAGE AVE NORTH OF SLAUSON AVE

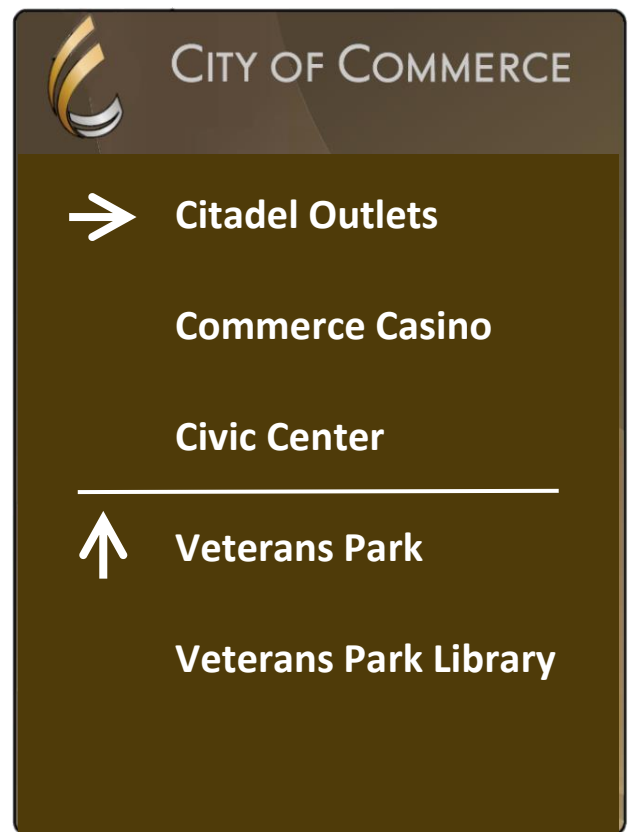


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



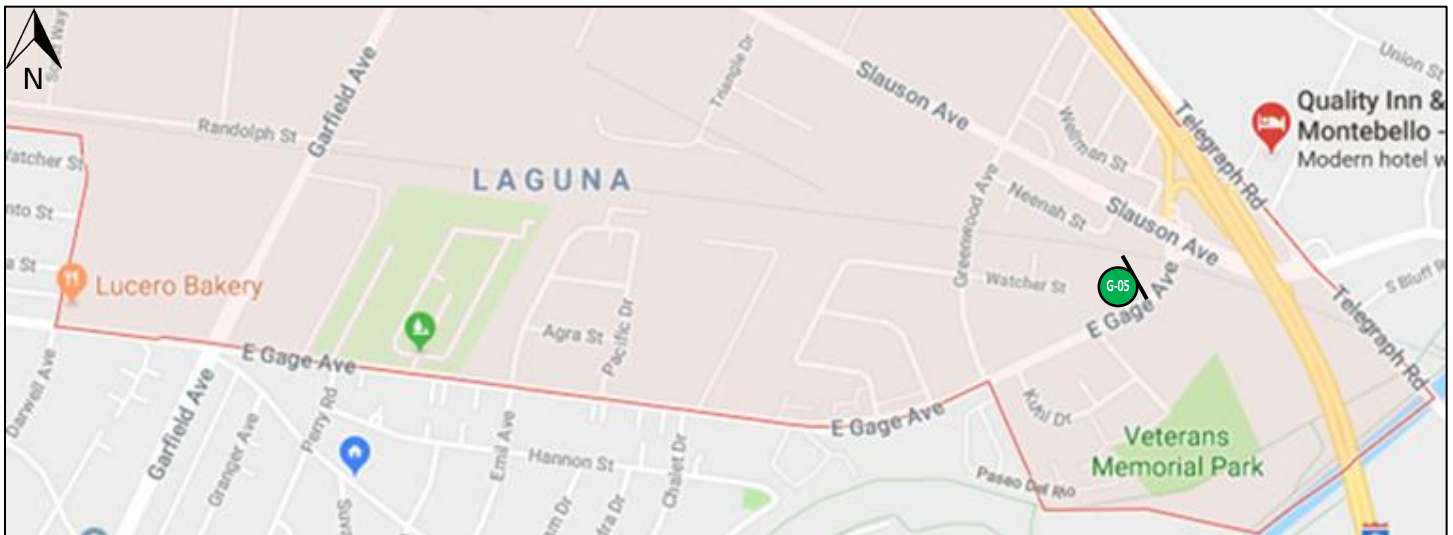
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

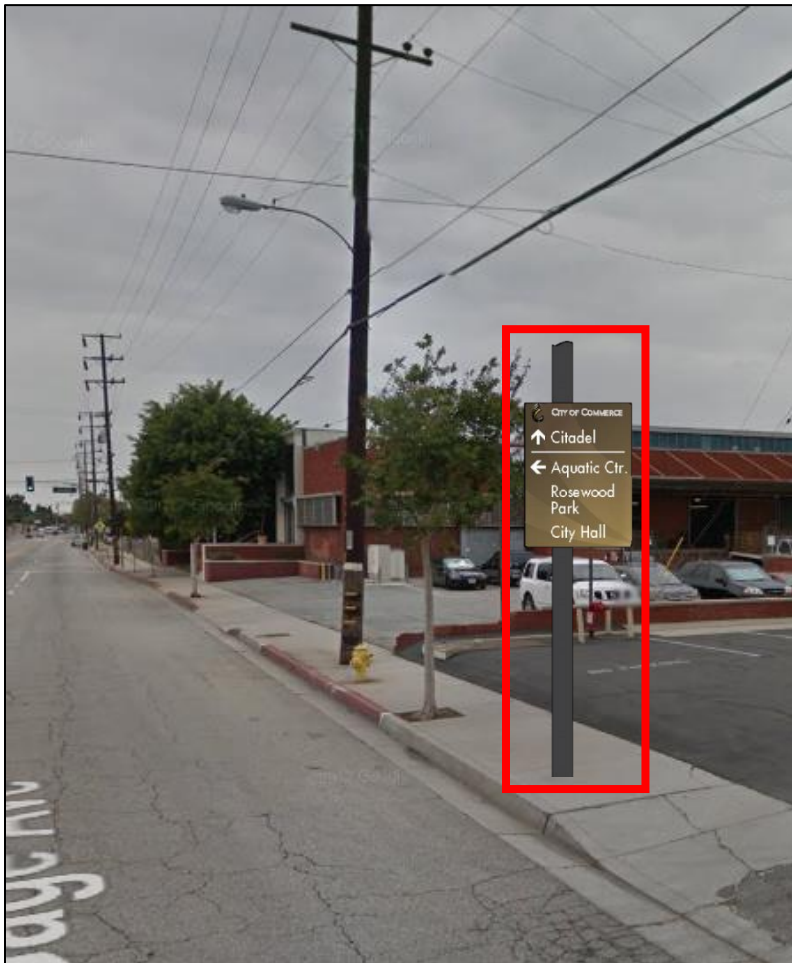
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 5: NORTH SIDE OF E GAGE AVE EAST OF ZINDELL AVE

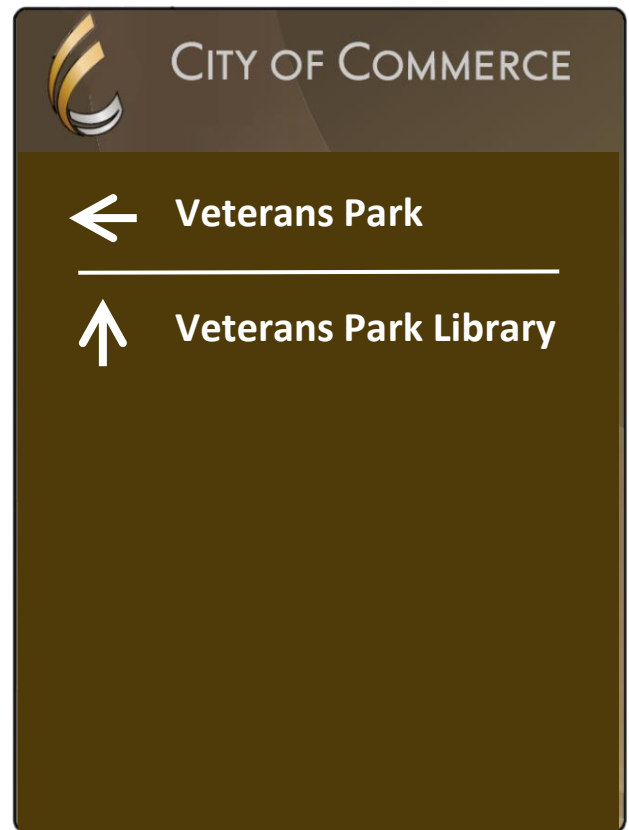


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



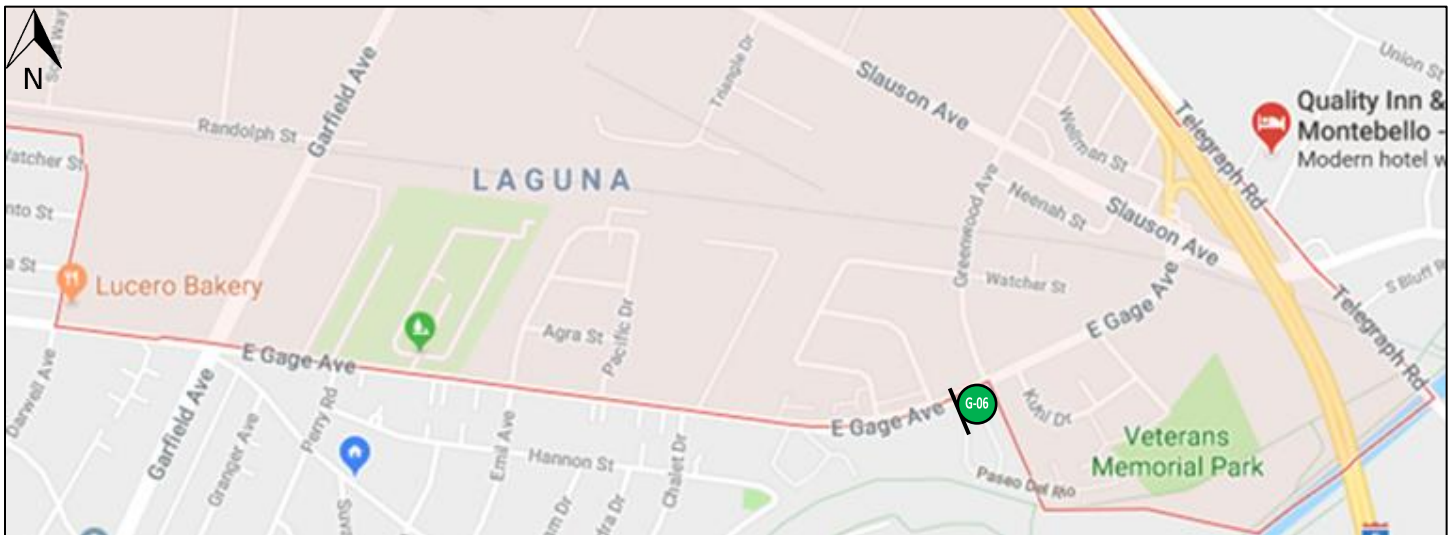
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 6: SOUTH SIDE OF E GAGE AVE WEST OF GREENWOOD AVE

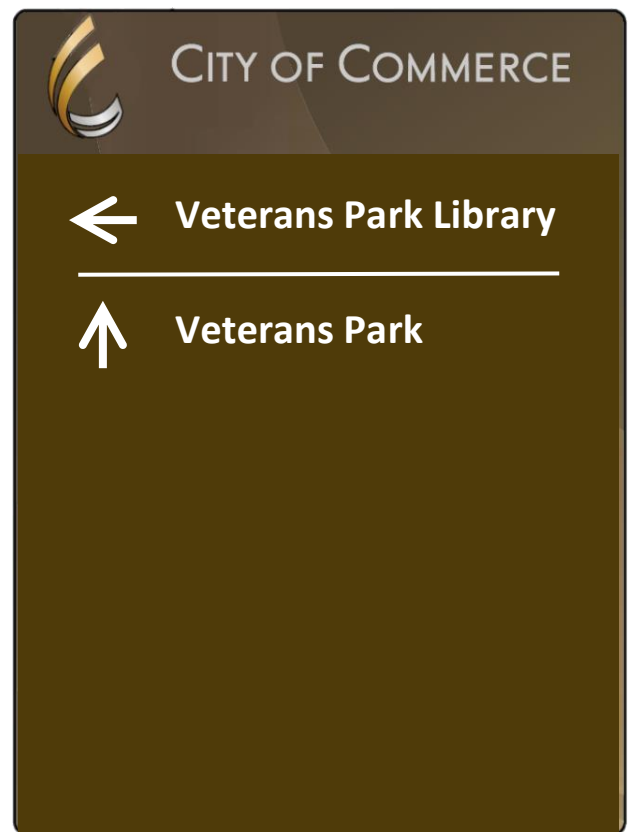


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



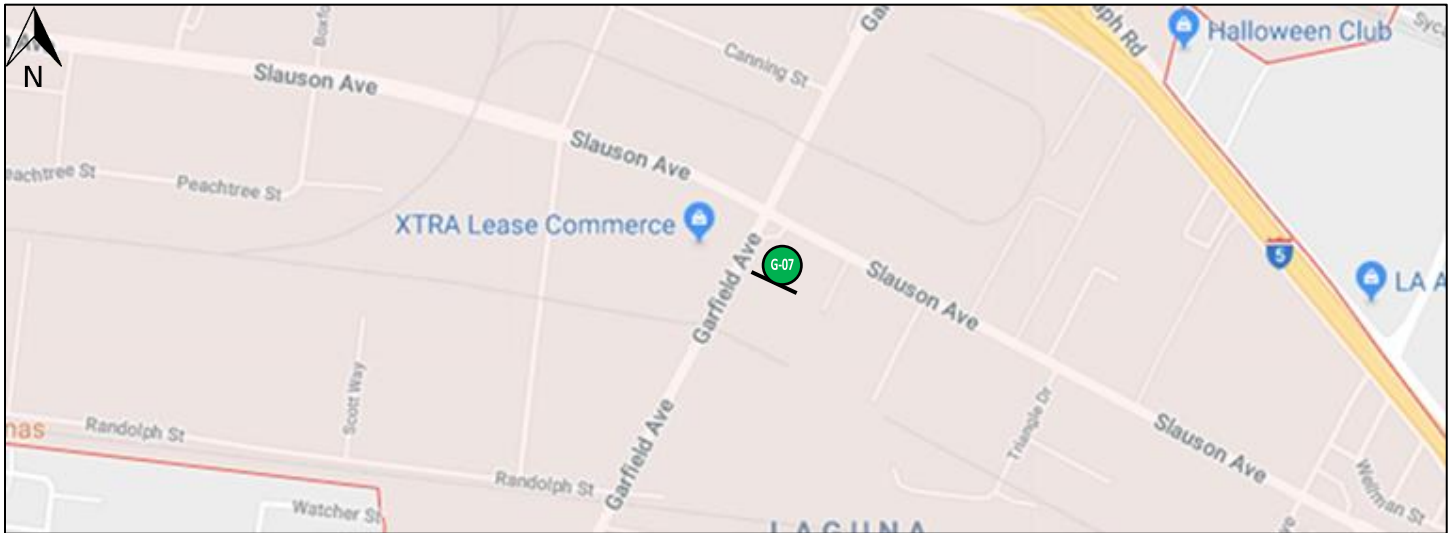
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

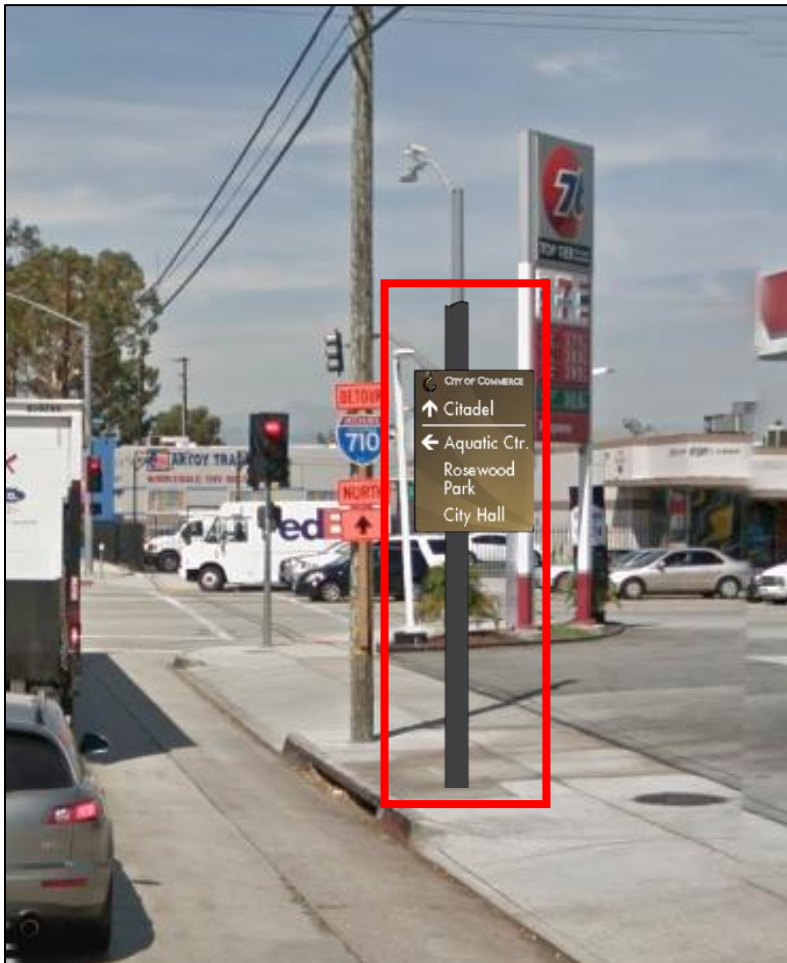
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 7: EAST SIDE OF GARFIELD AVE SOUTH OF SLAUSON AVE

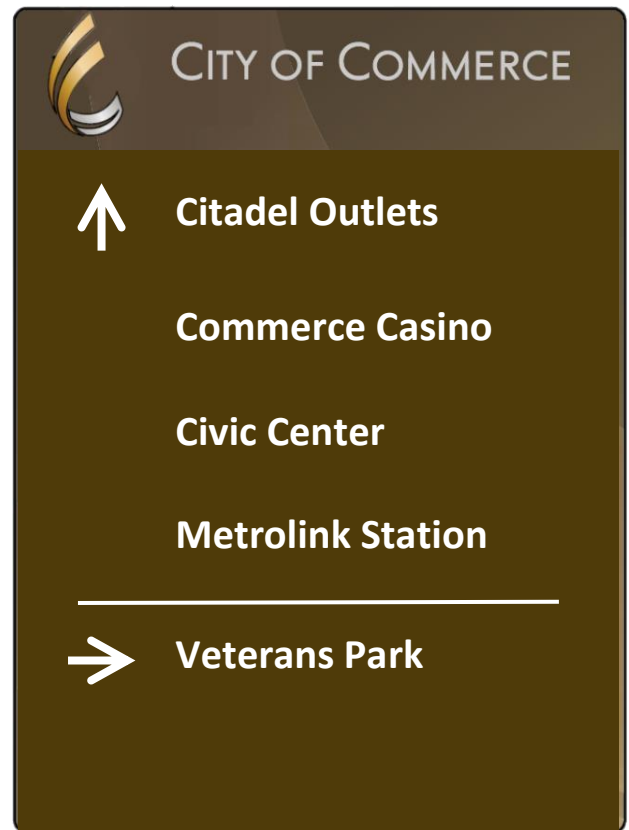


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



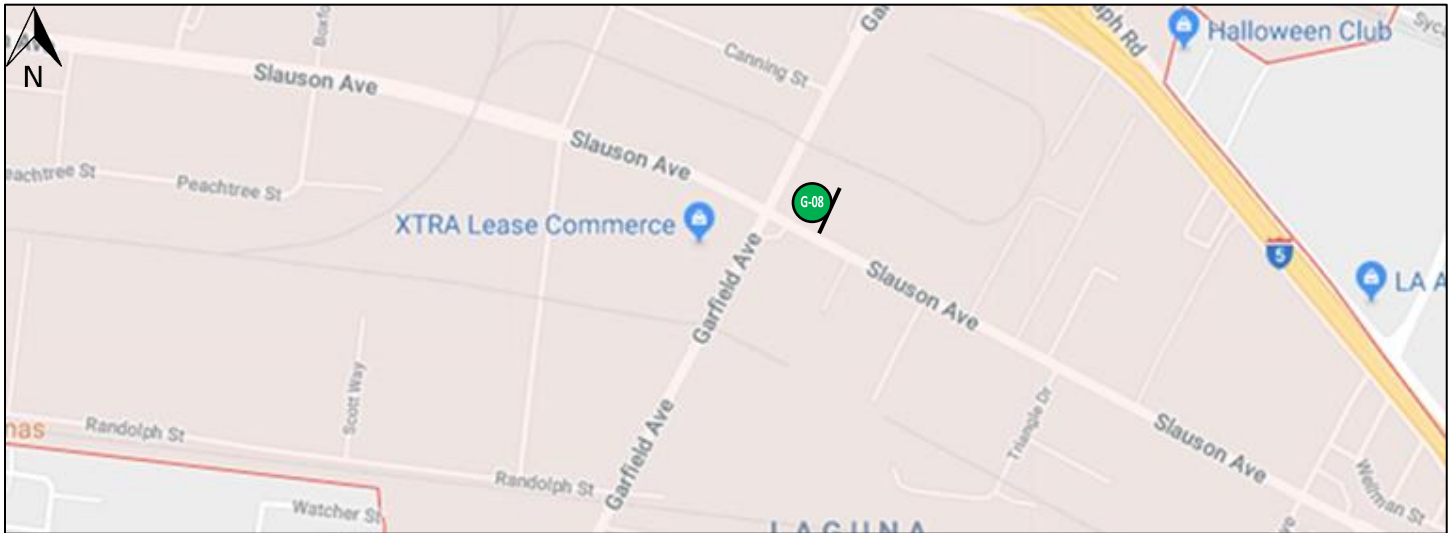
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

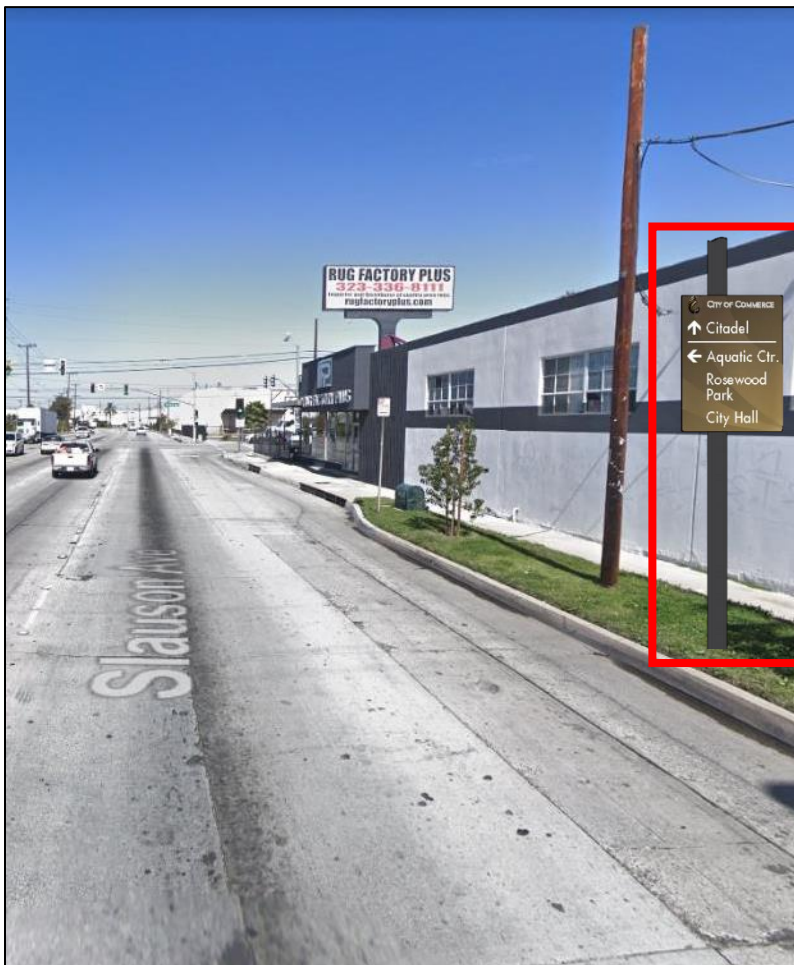
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 8: NORTH SIDE OF SLAUSON AVE EAST OF GARFIELD AVE

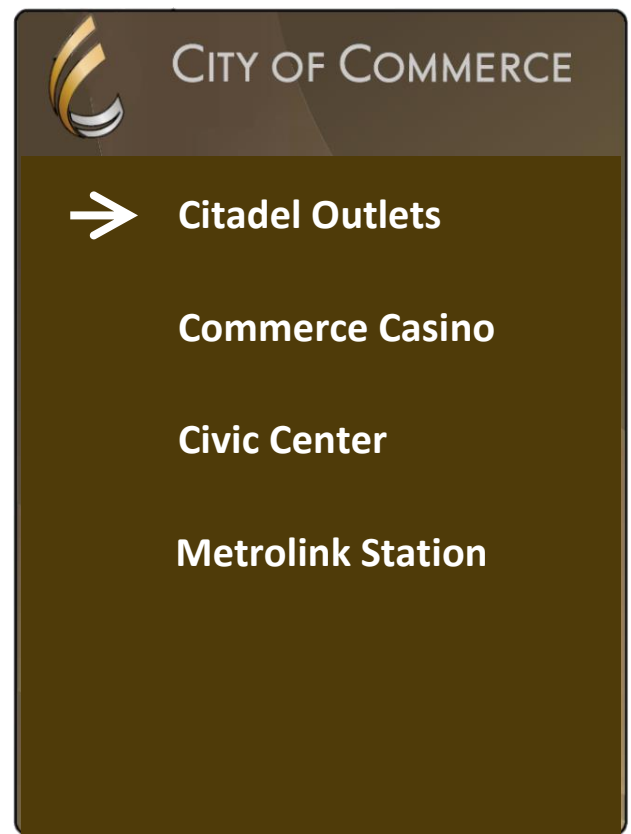


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



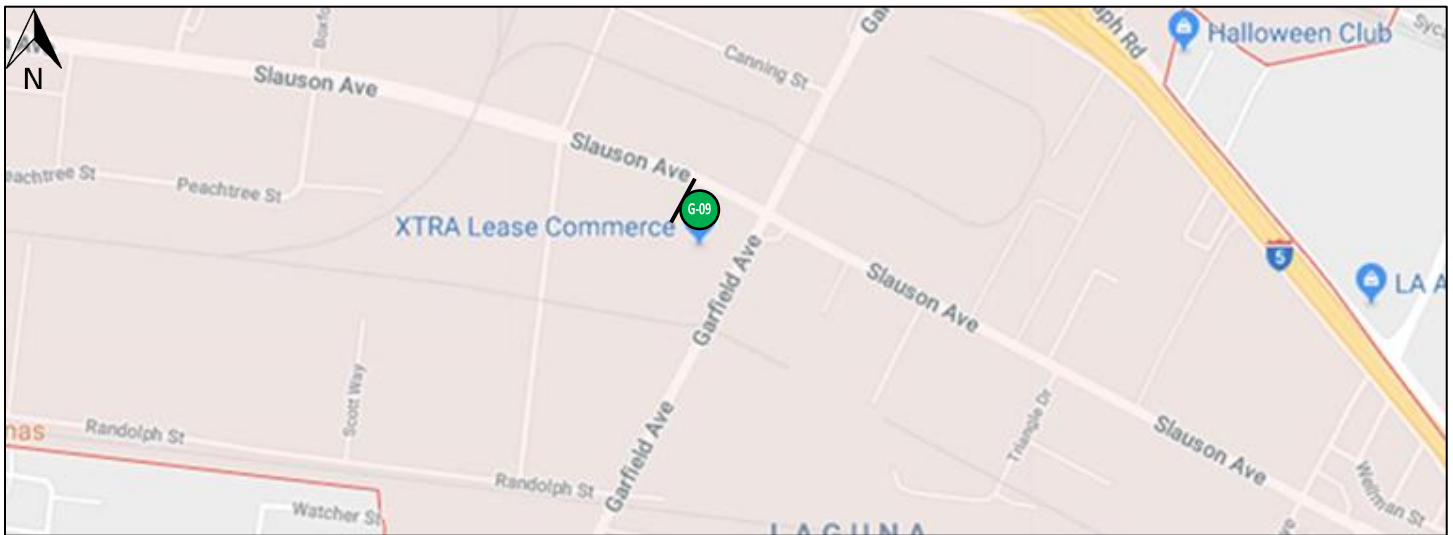
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 9: SOUTH SIDE OF SLAUSON AVE WEST OF GARFIELD AVE

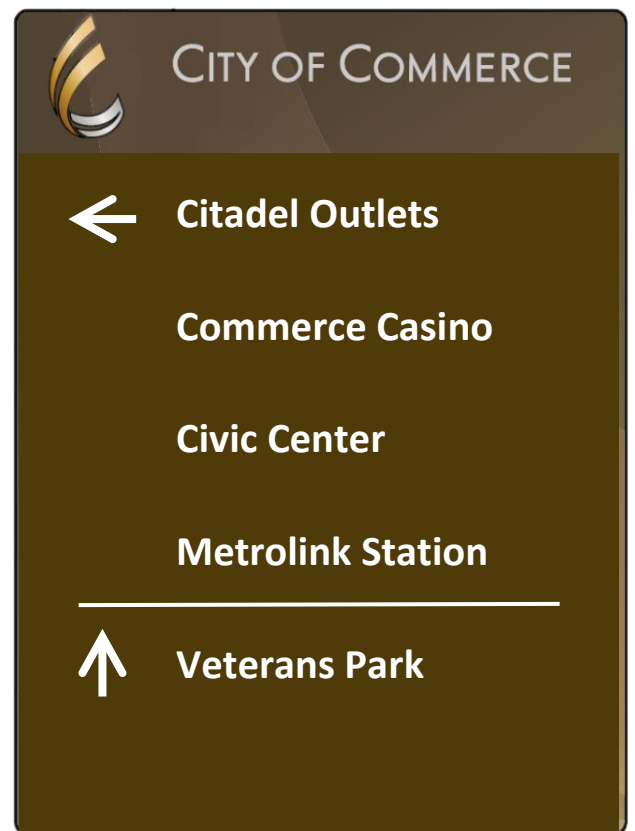


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



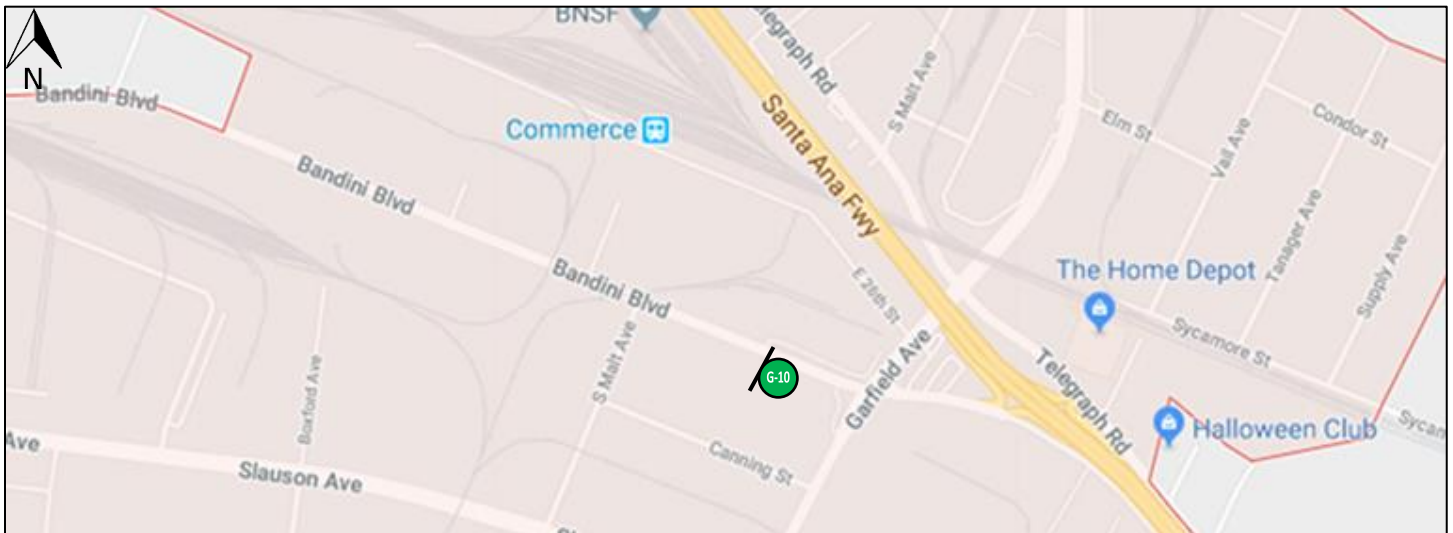
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 10: SOUTH SIDE OF BANDINI BLVD WEST OF GARFIELD AVE

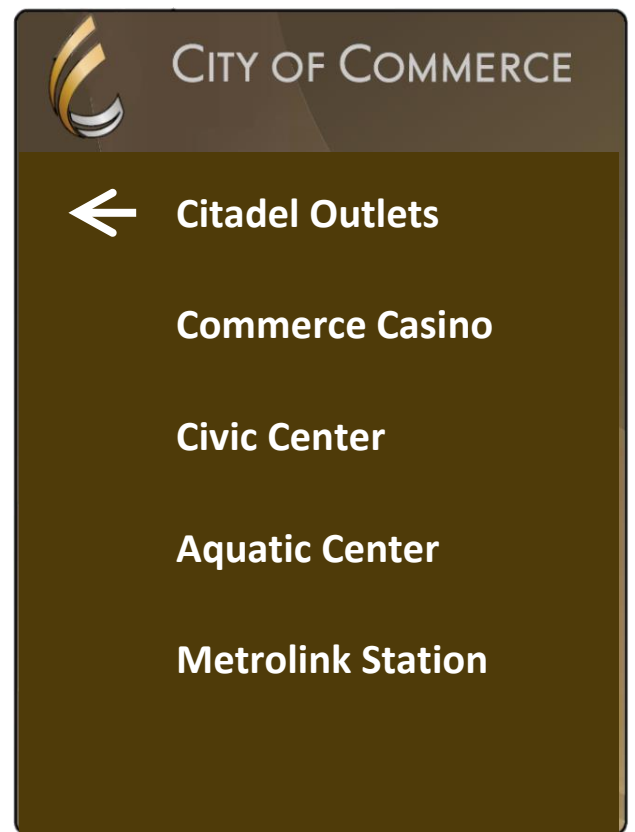


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



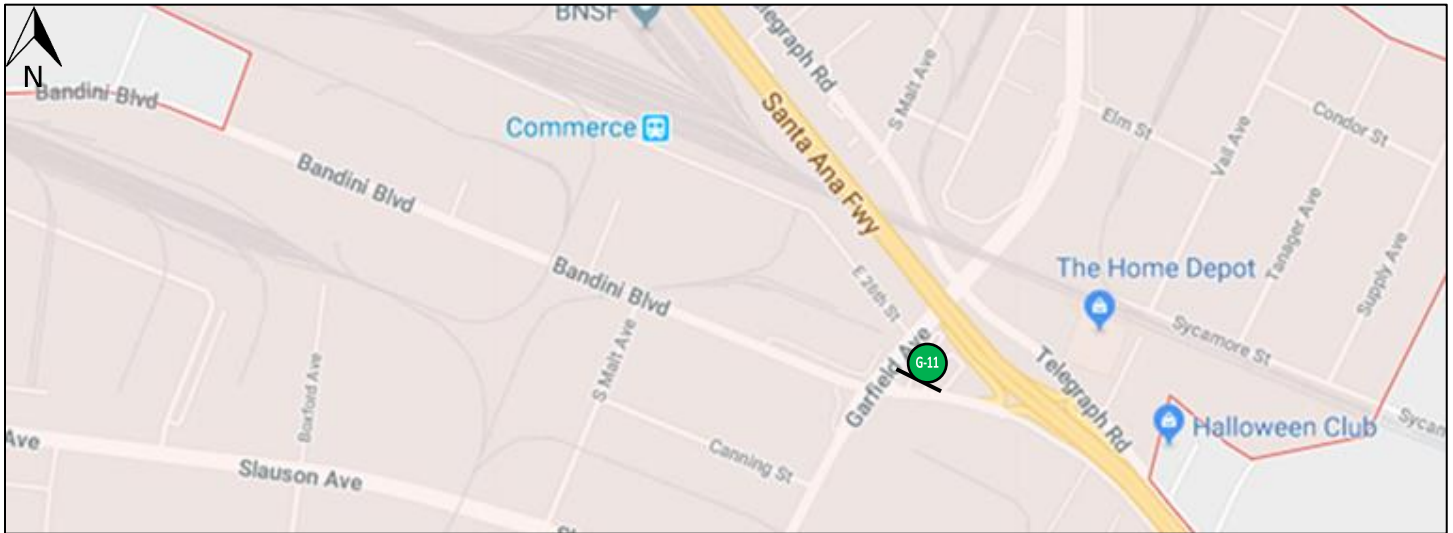
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 11: EAST SIDE OF GARFIELD AVE NORTH OF BANDINI BLVD

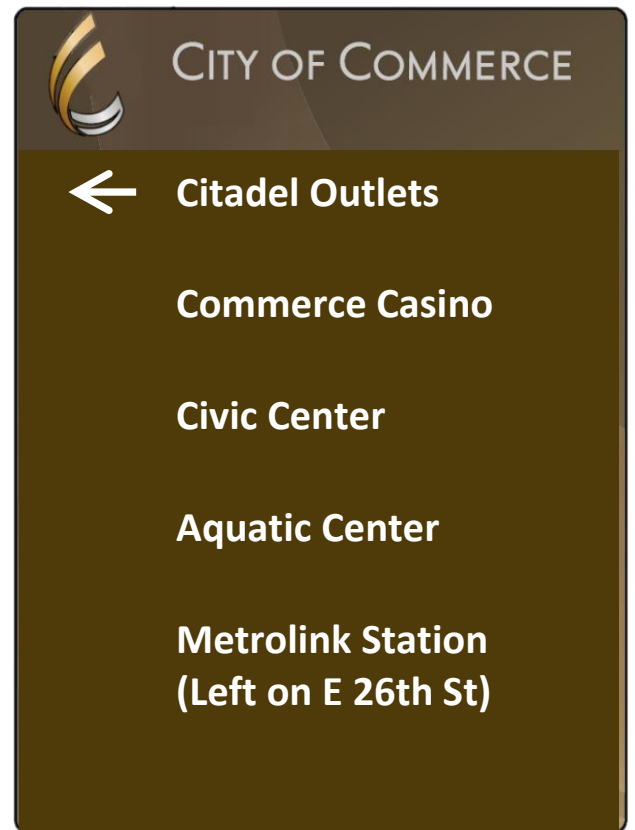


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



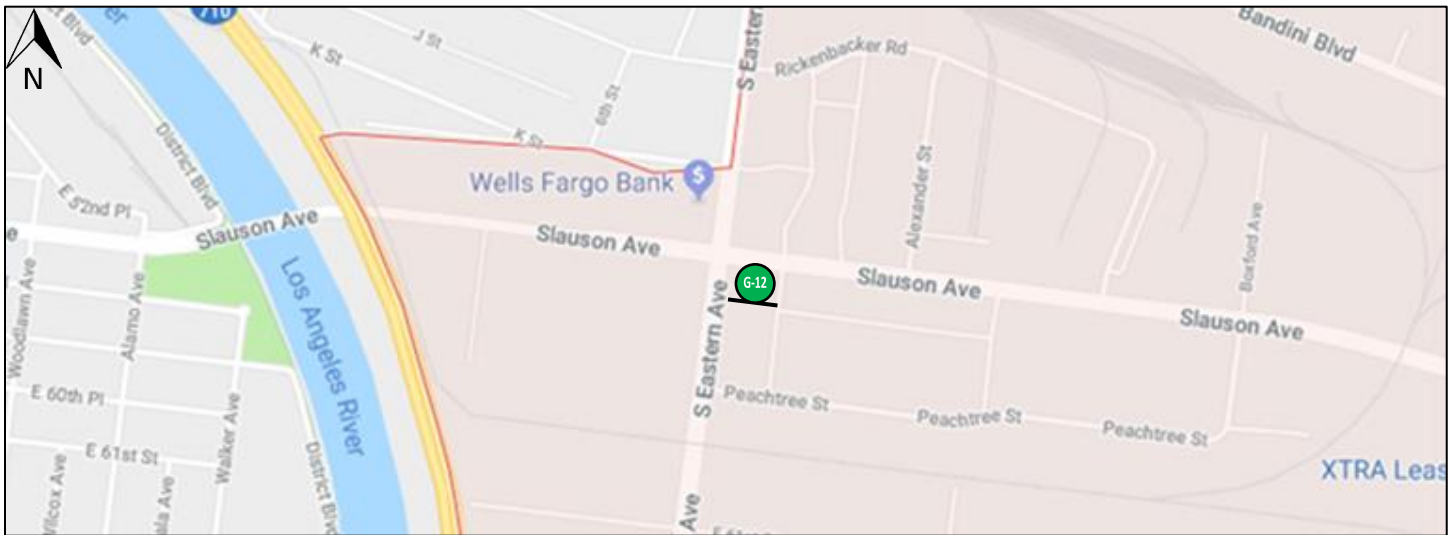
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

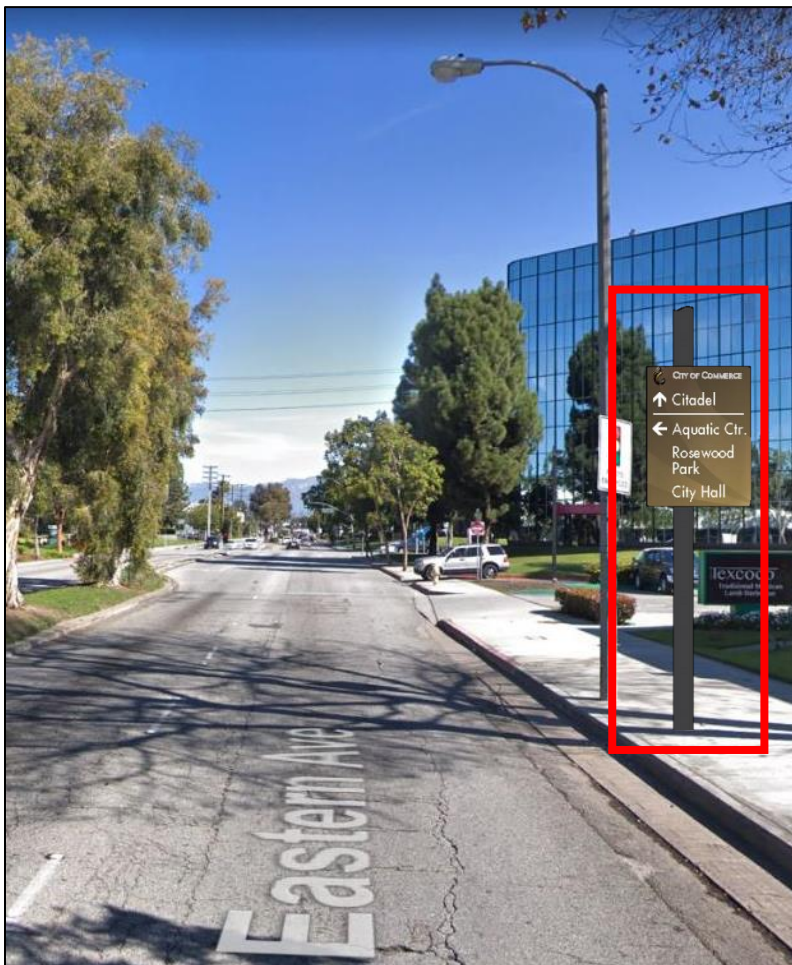
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 12: EAST SIDE OF EASTERN AVE SOUTH OF SLAUSON AVE

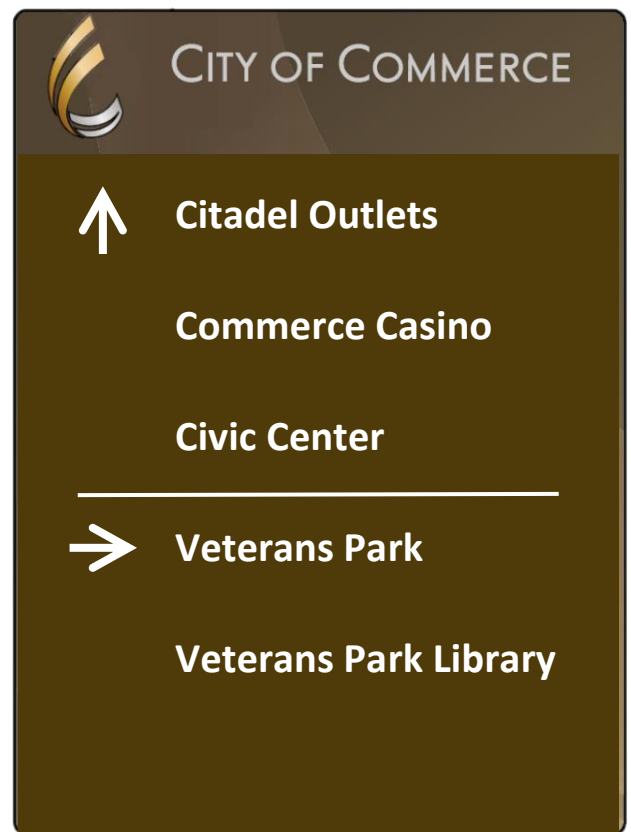


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



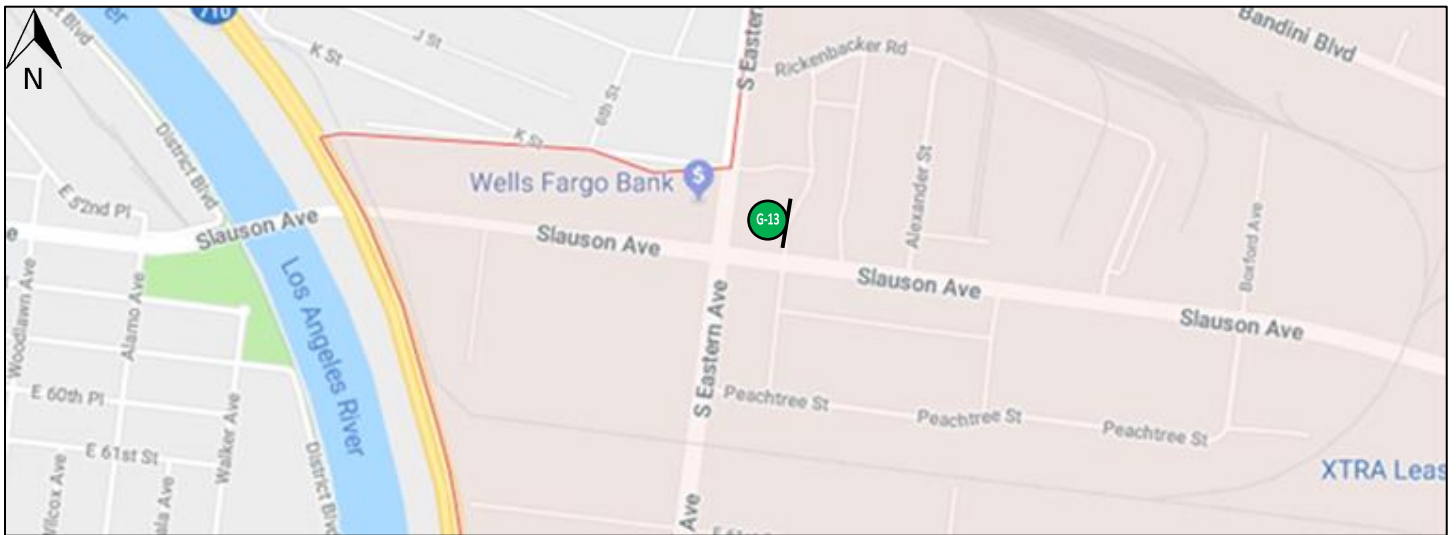
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 13: NORTH SIDE OF SLAUSON AVE EAST OF EASTERN AVE

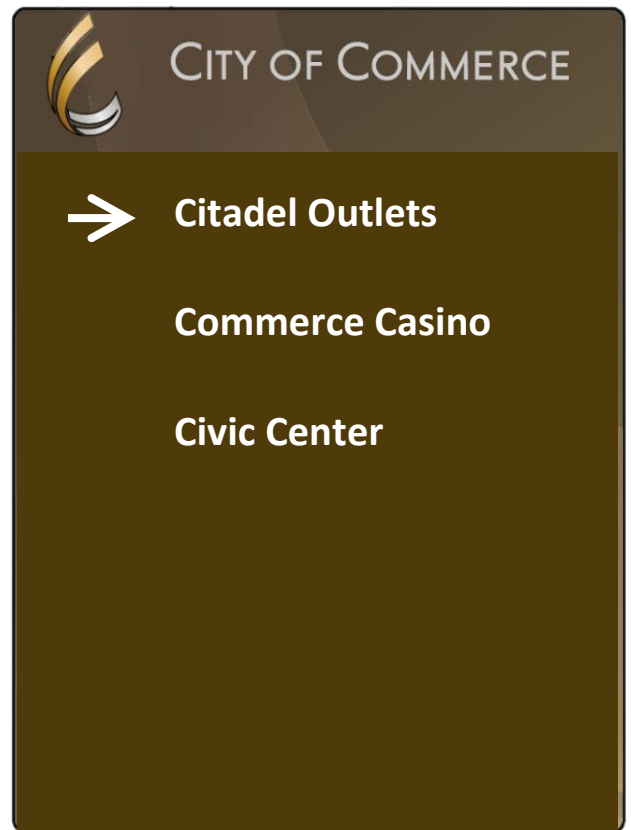


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



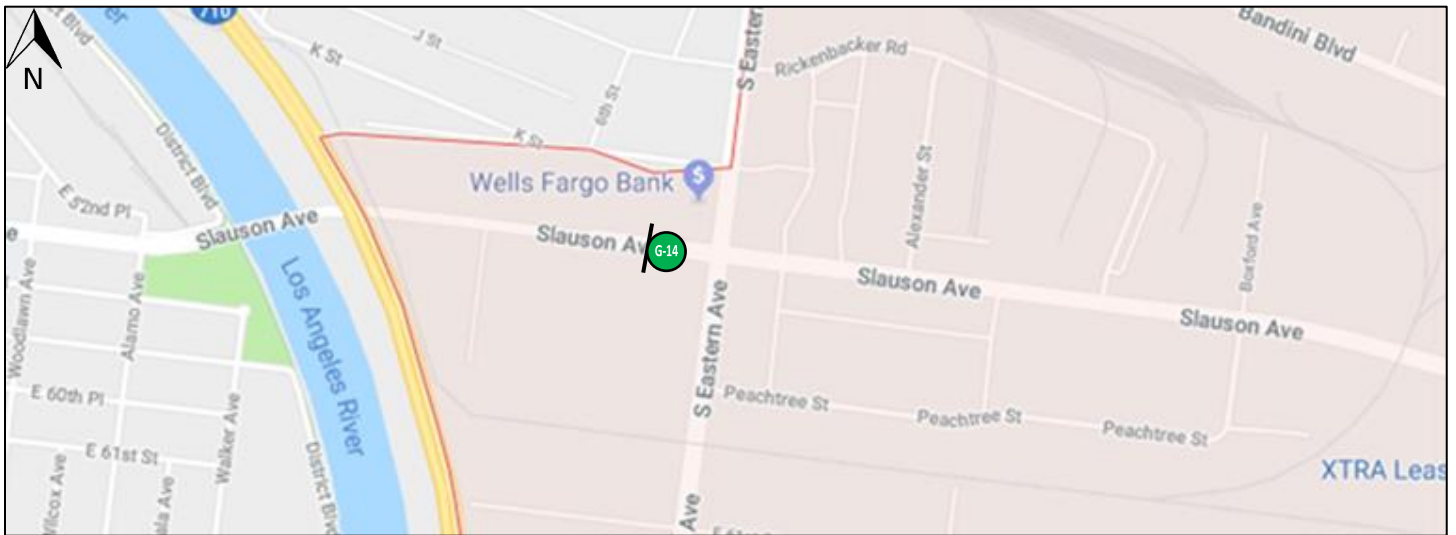
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 14: MEDIAN ALONG SLAUSON AVE WEST OF EASTERN AVE

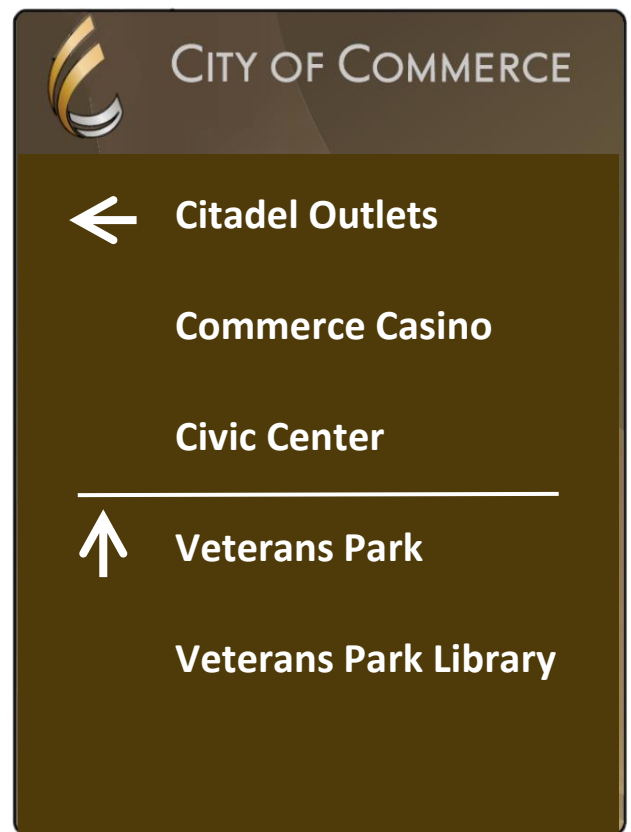


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



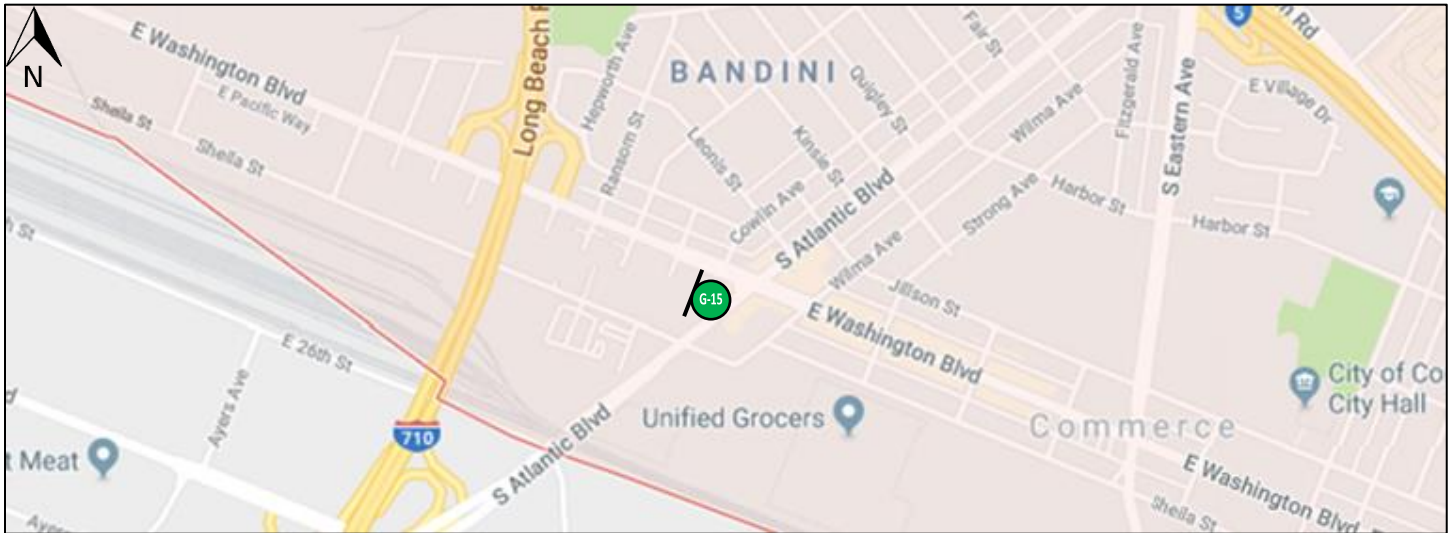
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 15: SOUTH SIDE OF WASHINGTON BLVD WEST OF ATLANTIC BLVD

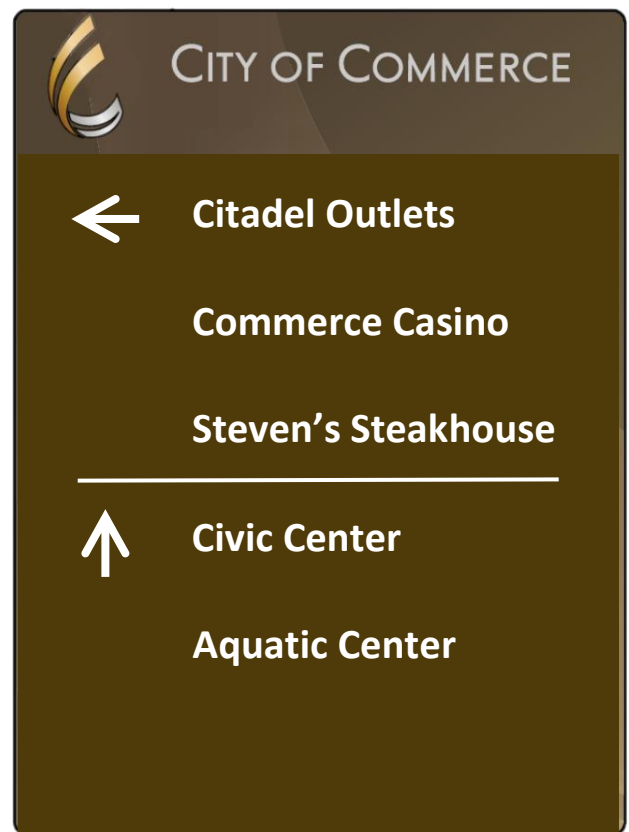


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



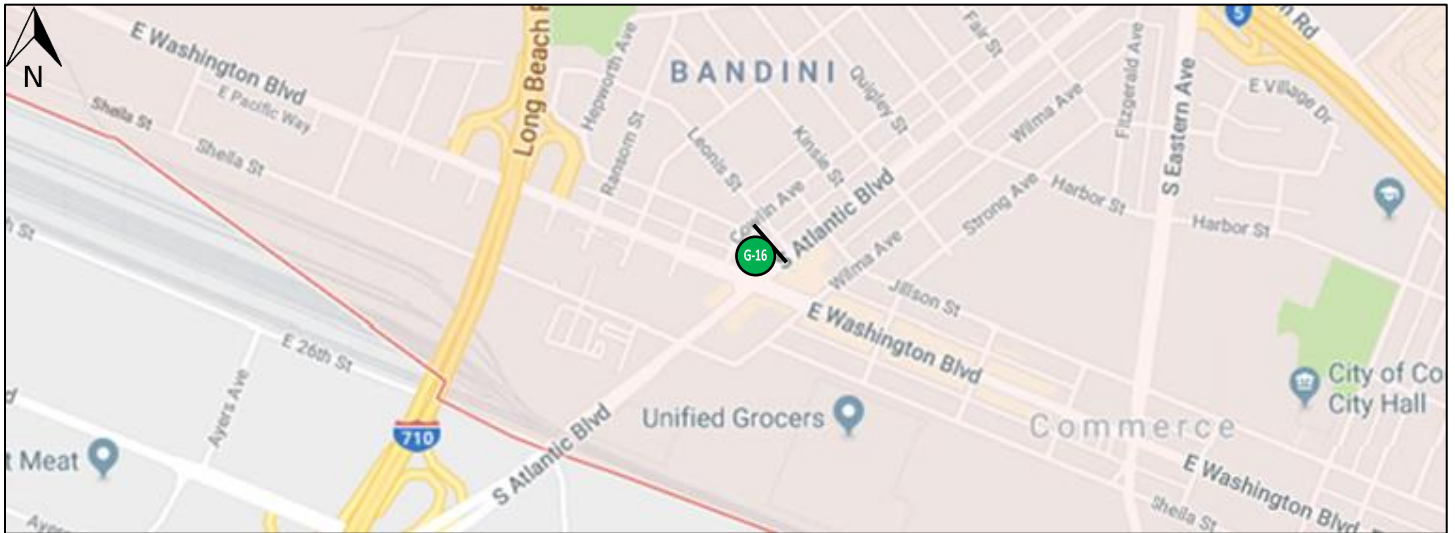
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 16: WEST SIDE OF ATLANTIC BLVD NORTH OF WASHINGTON BLVD

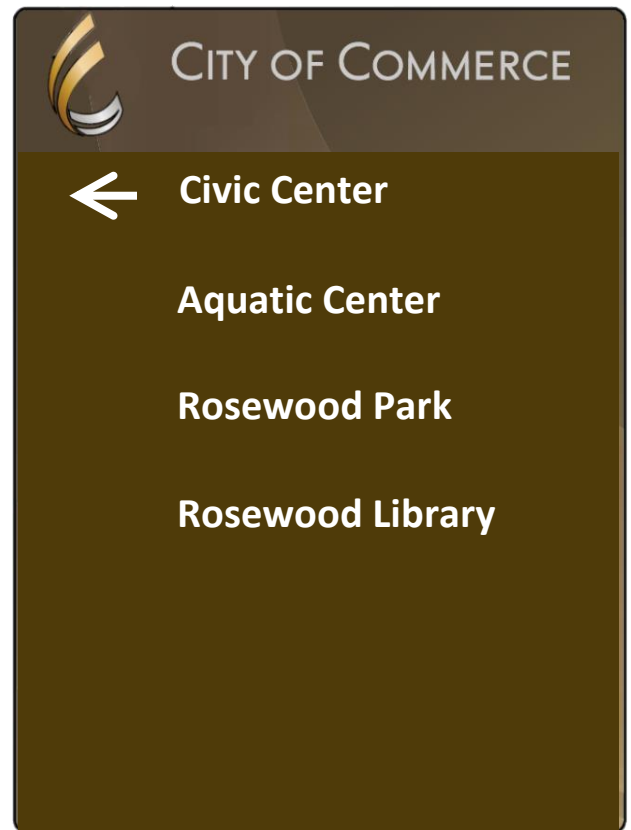


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



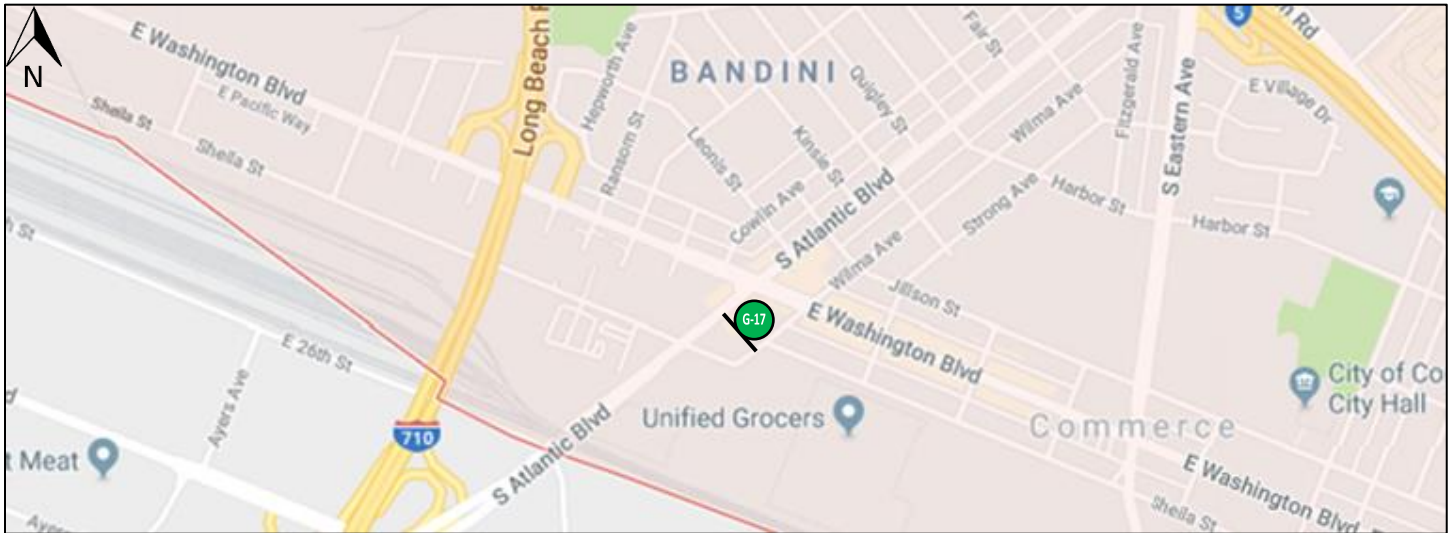
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

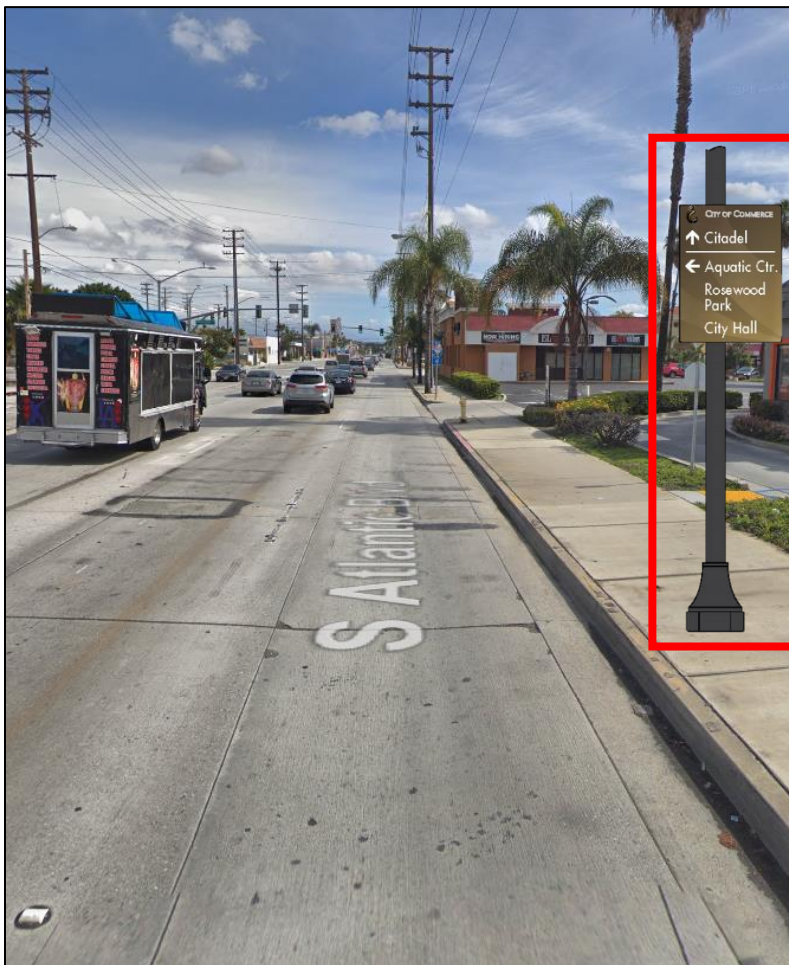
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 17: EAST SIDE OF ATLANTIC BLVD SOUTH OF WASHINGTON BLVD

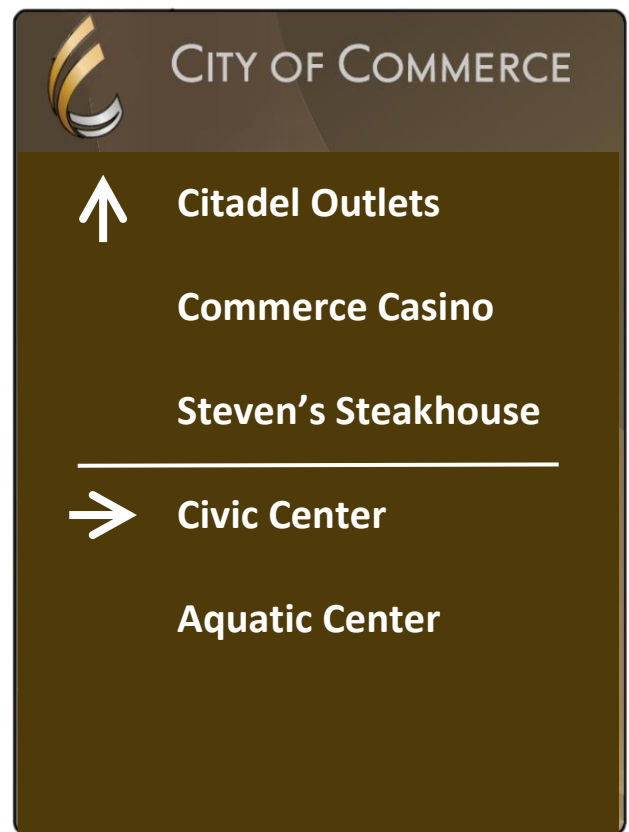


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



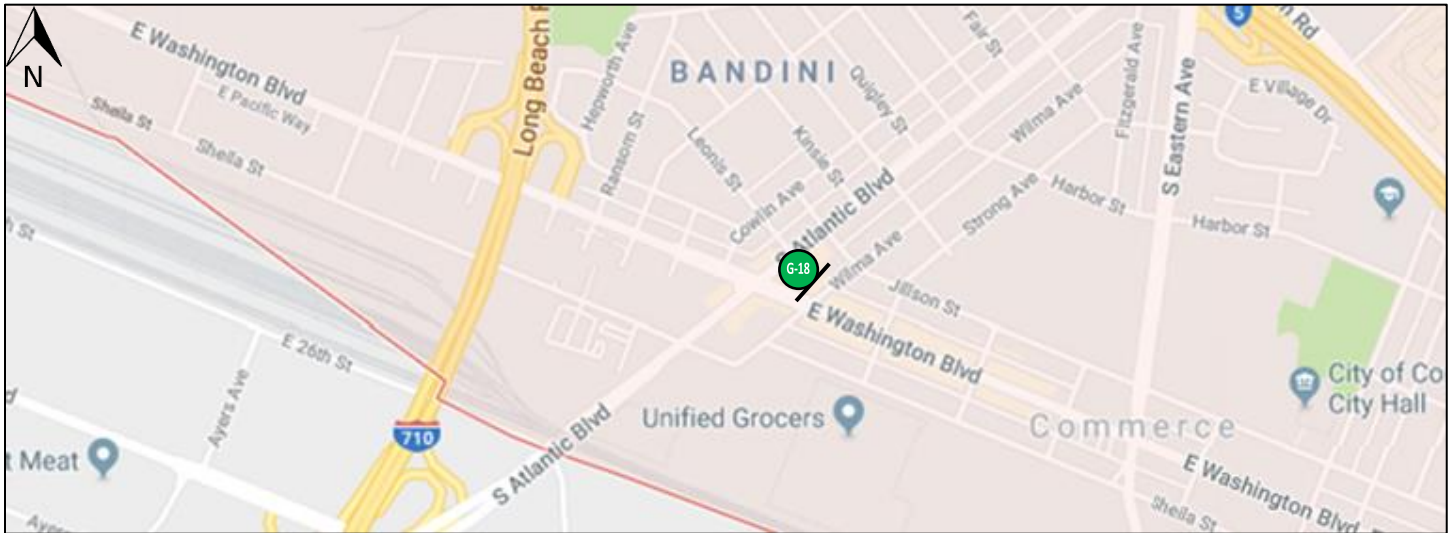
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

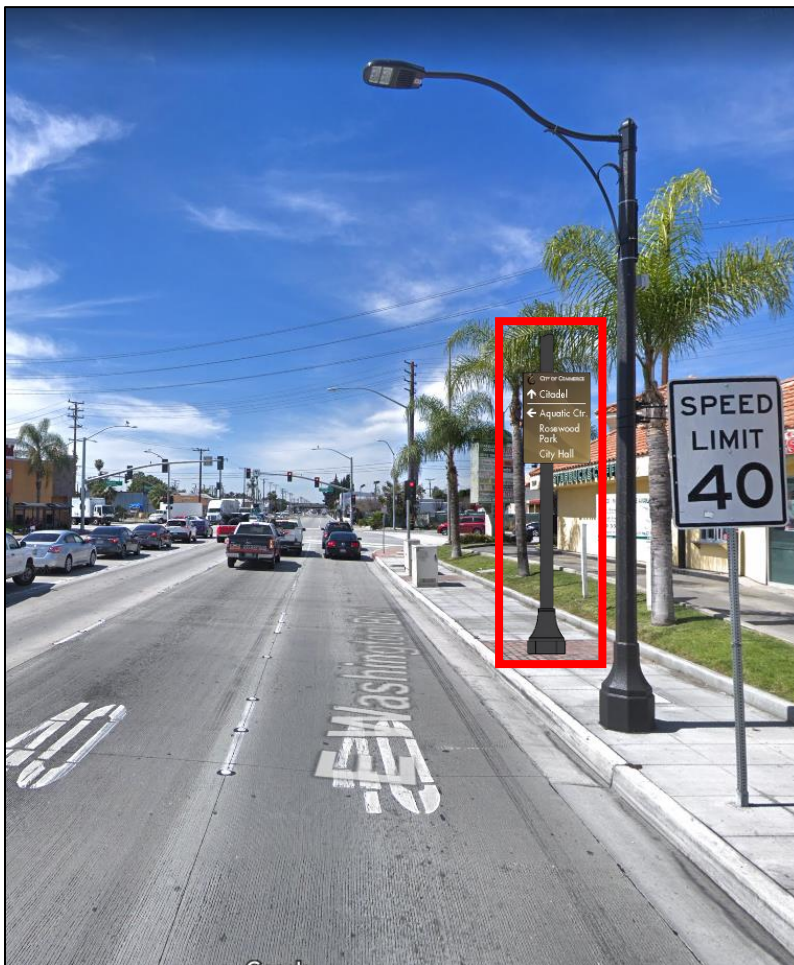
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 18: NORTH SIDE OF WASHINGTON BLVD EAST OF ATLANTIC BLVD

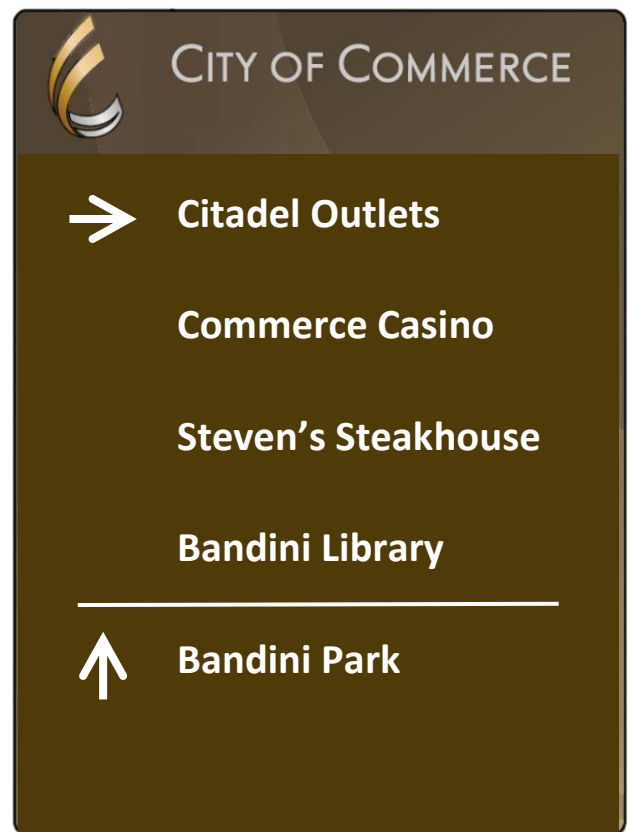


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



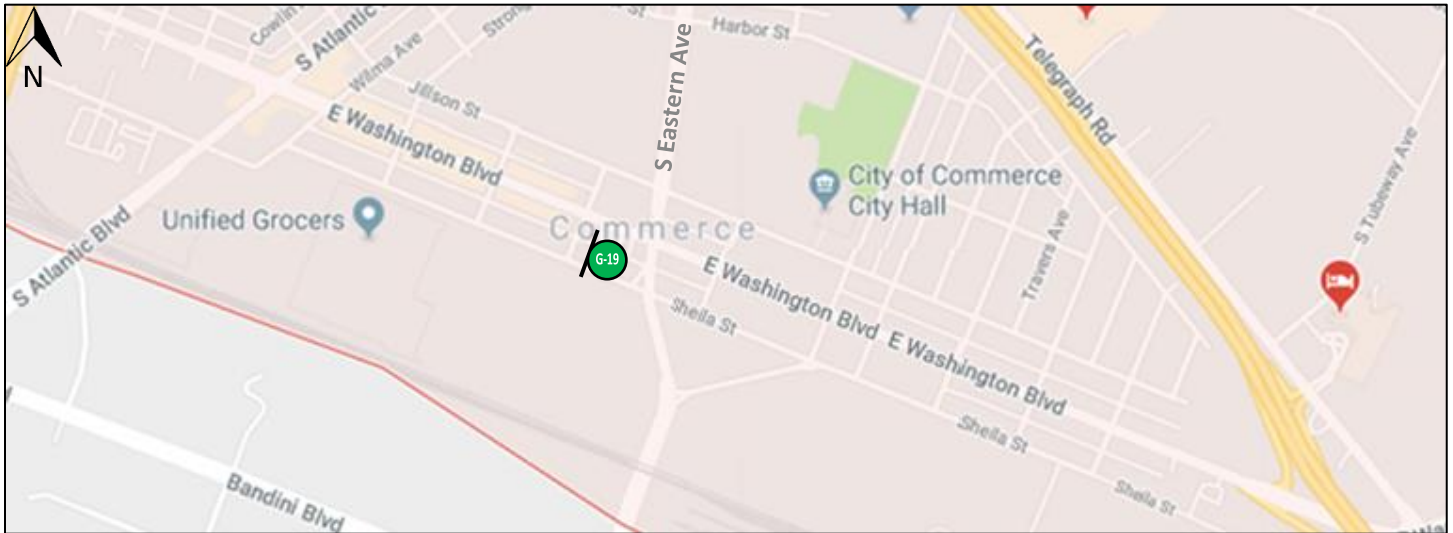
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 19: SOUTH SIDE OF WASHINGTON BLVD WEST OF EASTERN AVE

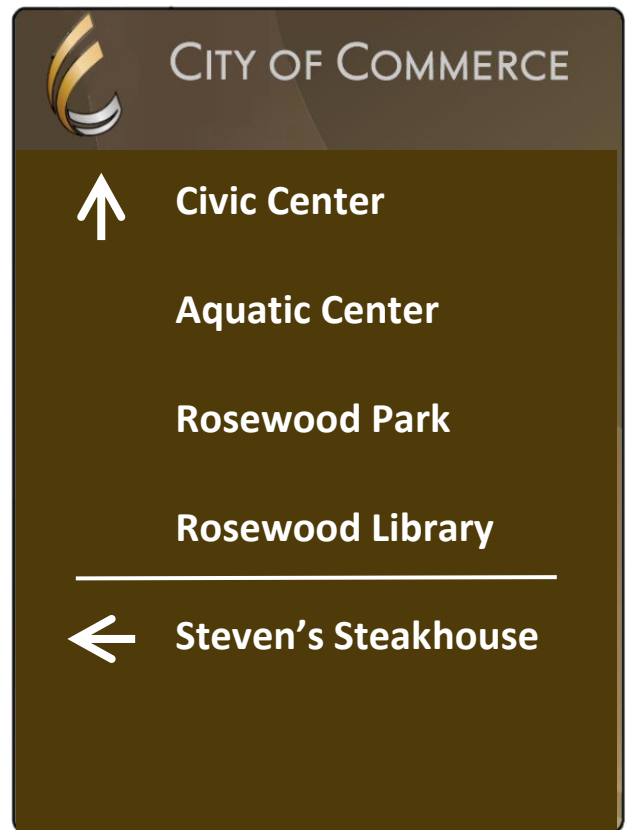


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



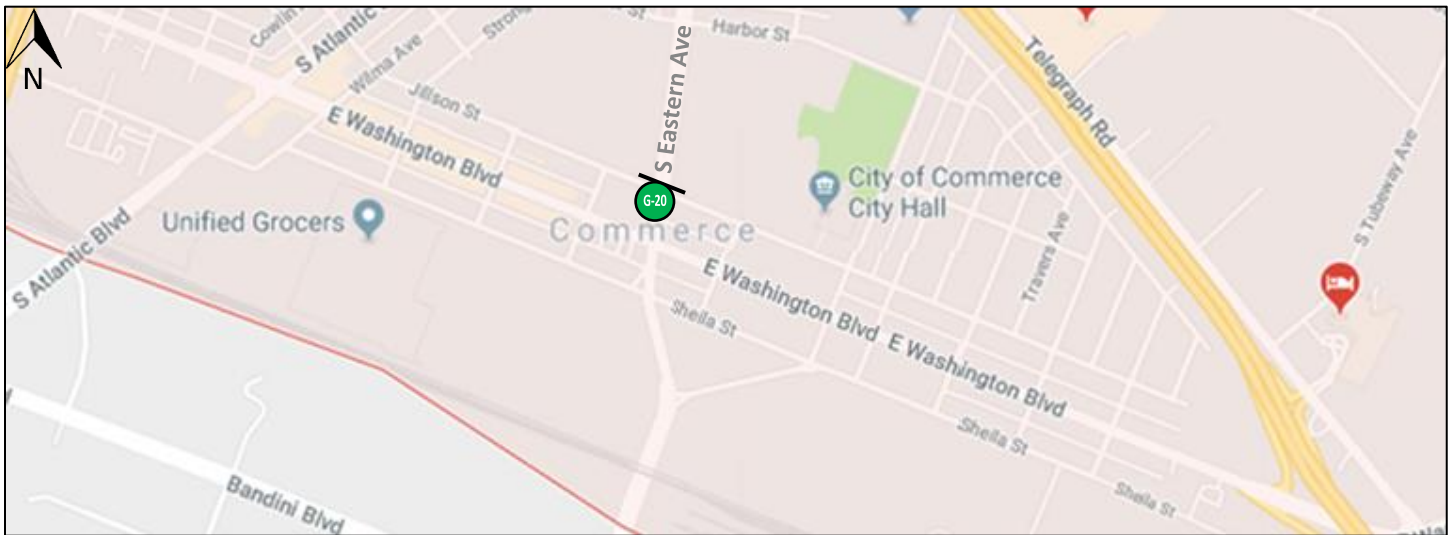
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 20: MEDIAN ALONG EASTERN AVE NORTH OF WASHINGTON BLVD

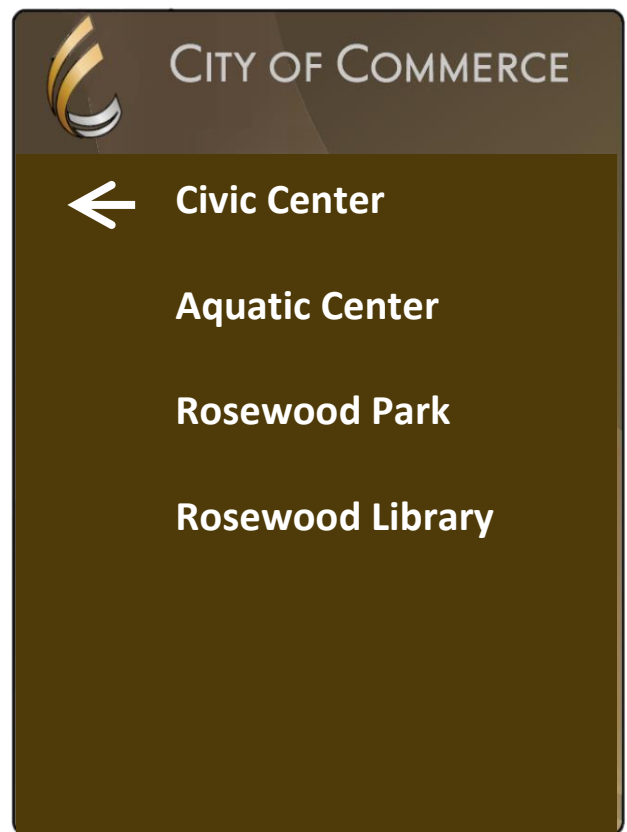


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



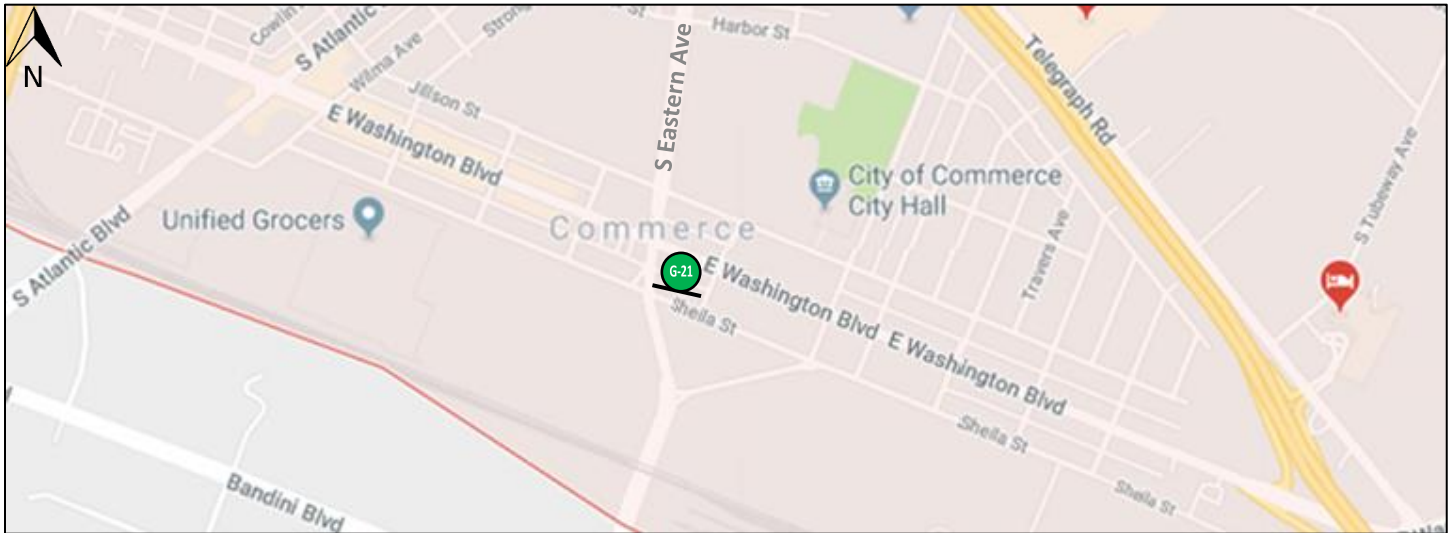
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 21: EAST SIDE OF EASTERN AVE SOUTH OF WASHINGTON BLVD

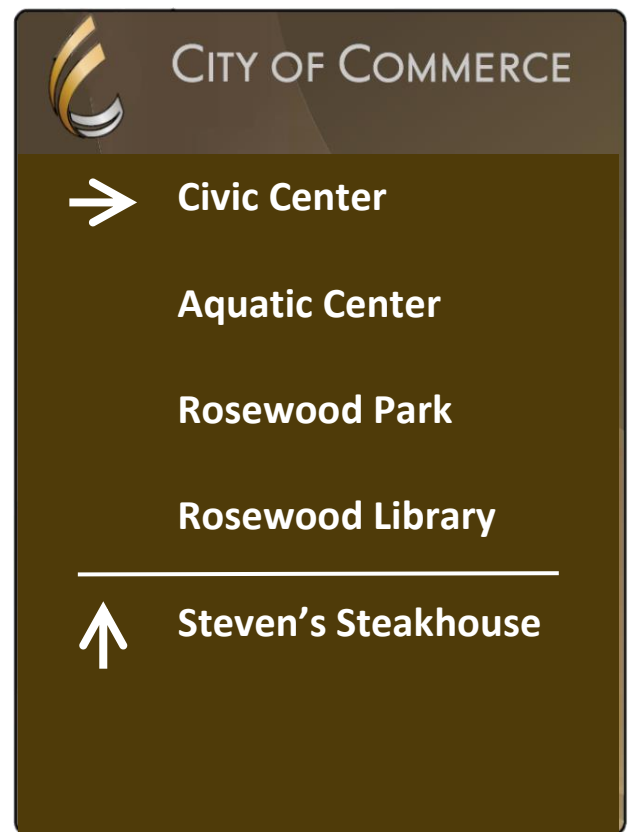


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



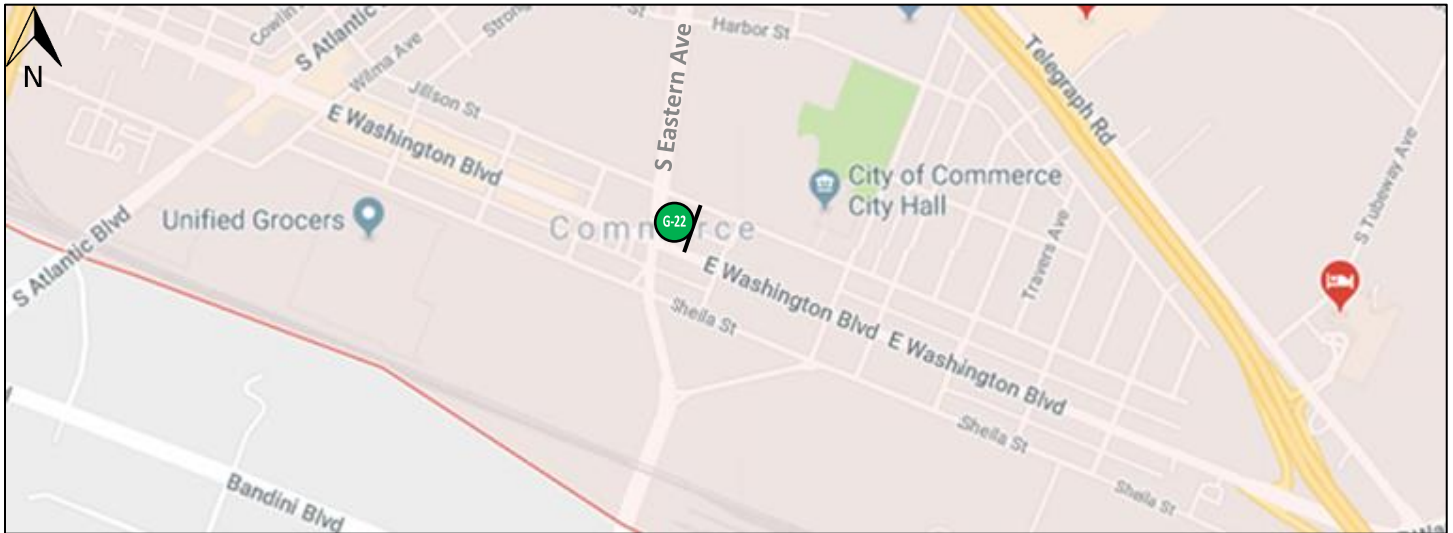
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 22: NORTH SIDE OF WASHINGTON BLVD EAST OF EASTERN AVE

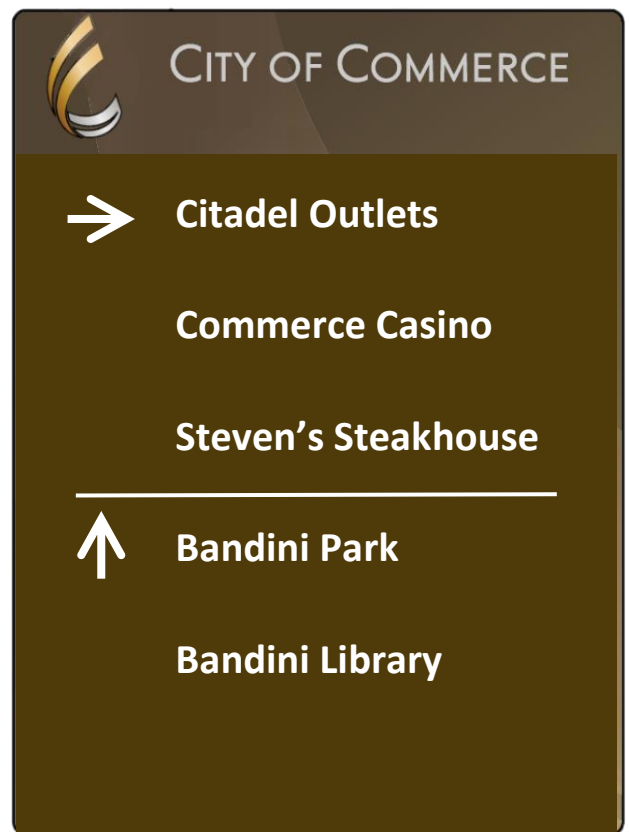


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



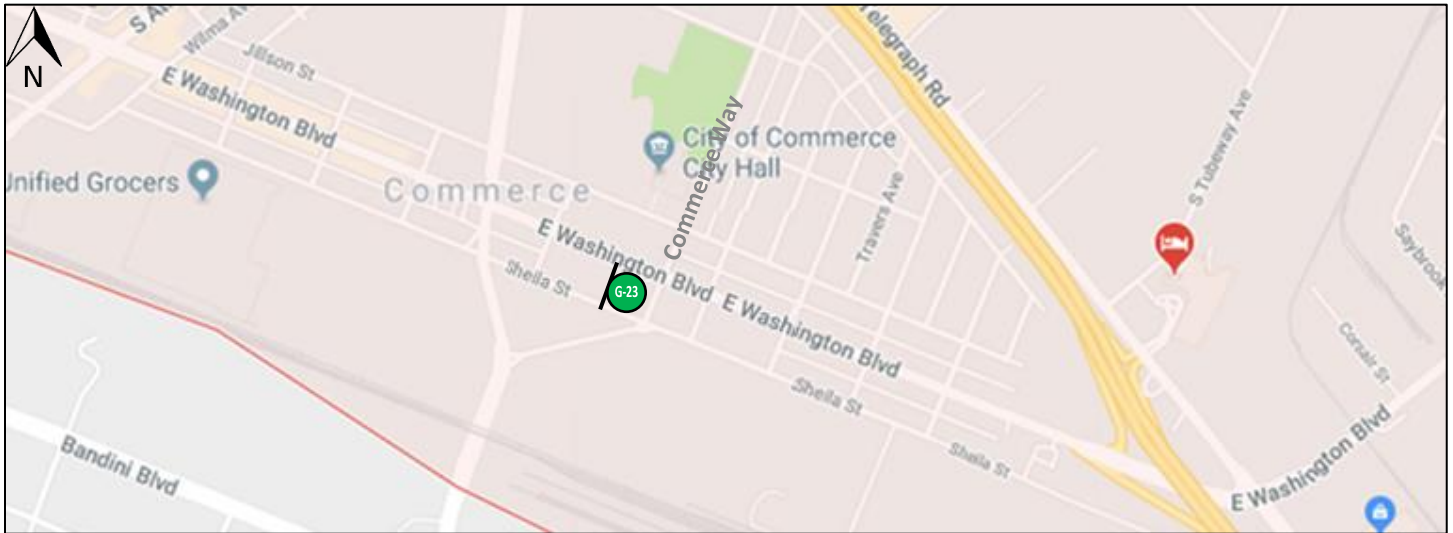
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 23: SOUTH SIDE OF WASHINGTON BLVD WEST OF COMMERCE WAY

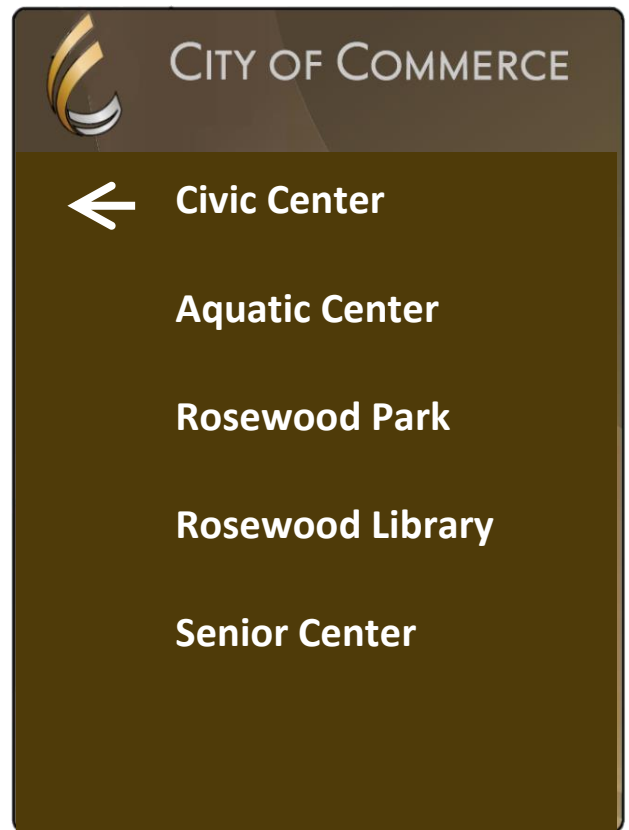


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



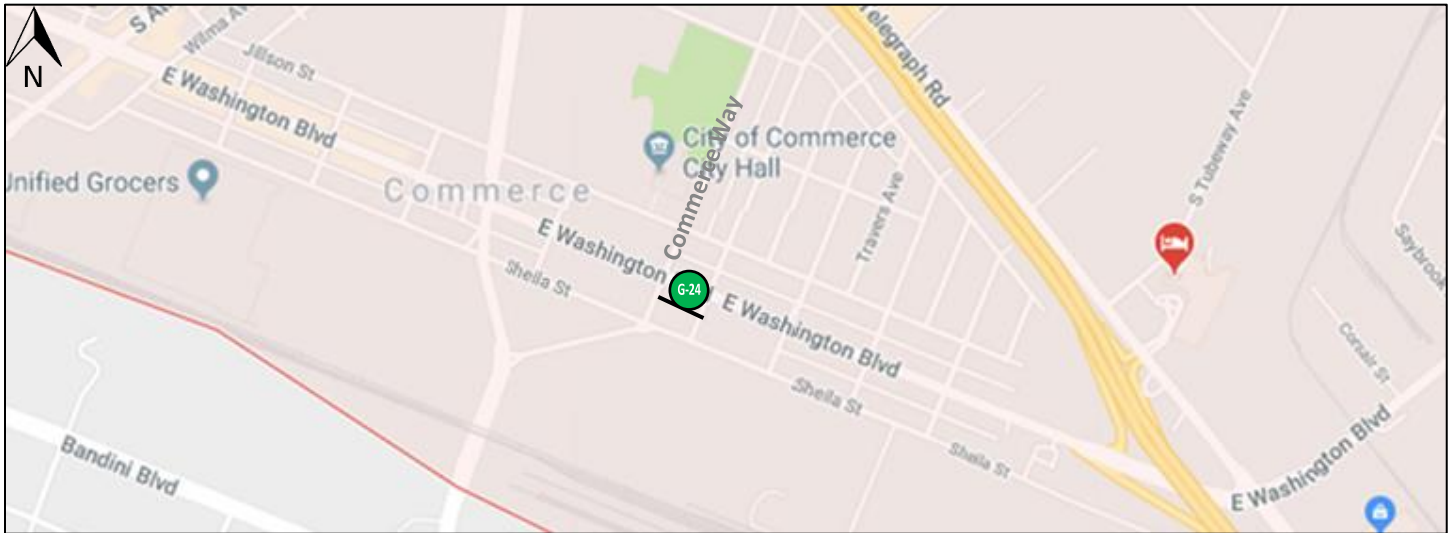
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 24: EAST SIDE OF COMMERCE WAY SOUTH OF WASHINGTON BLVD

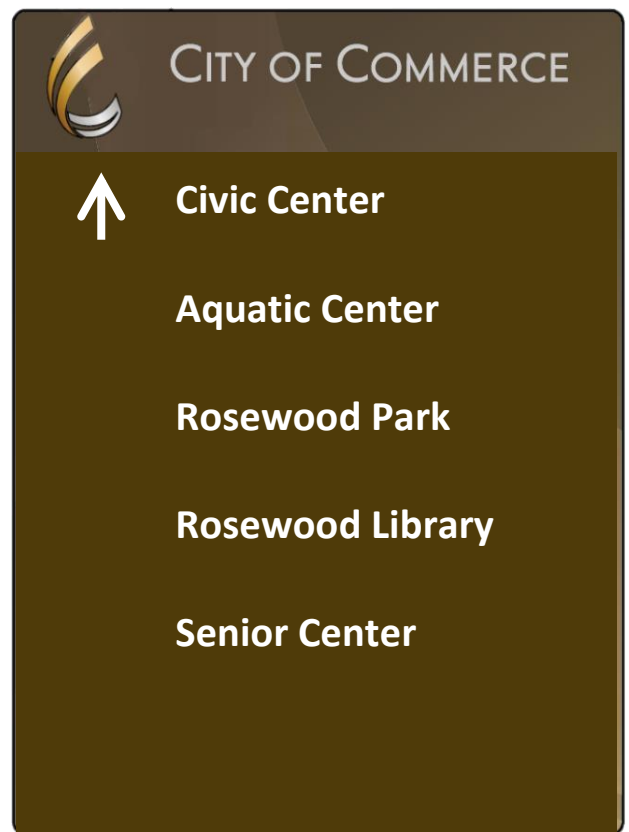


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



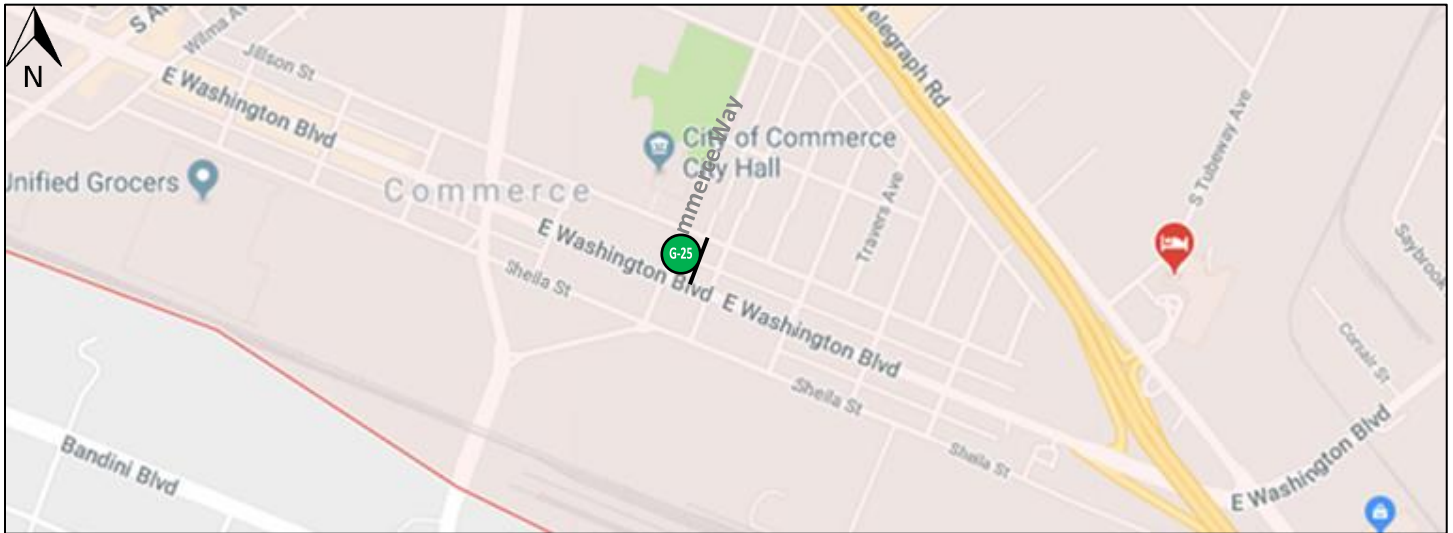
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 25: NORTH SIDE OF WASHINGTON BLVD EAST OF COMMERCE WAY

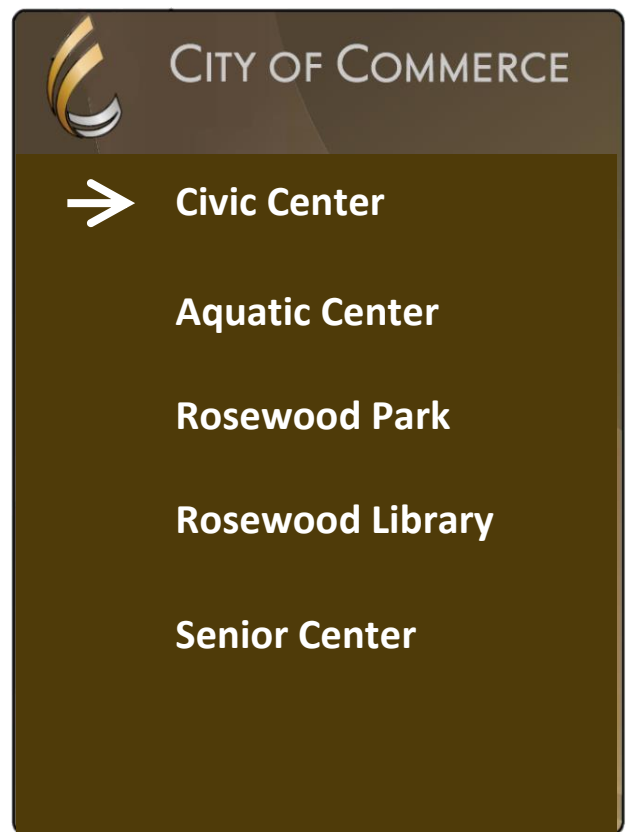


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



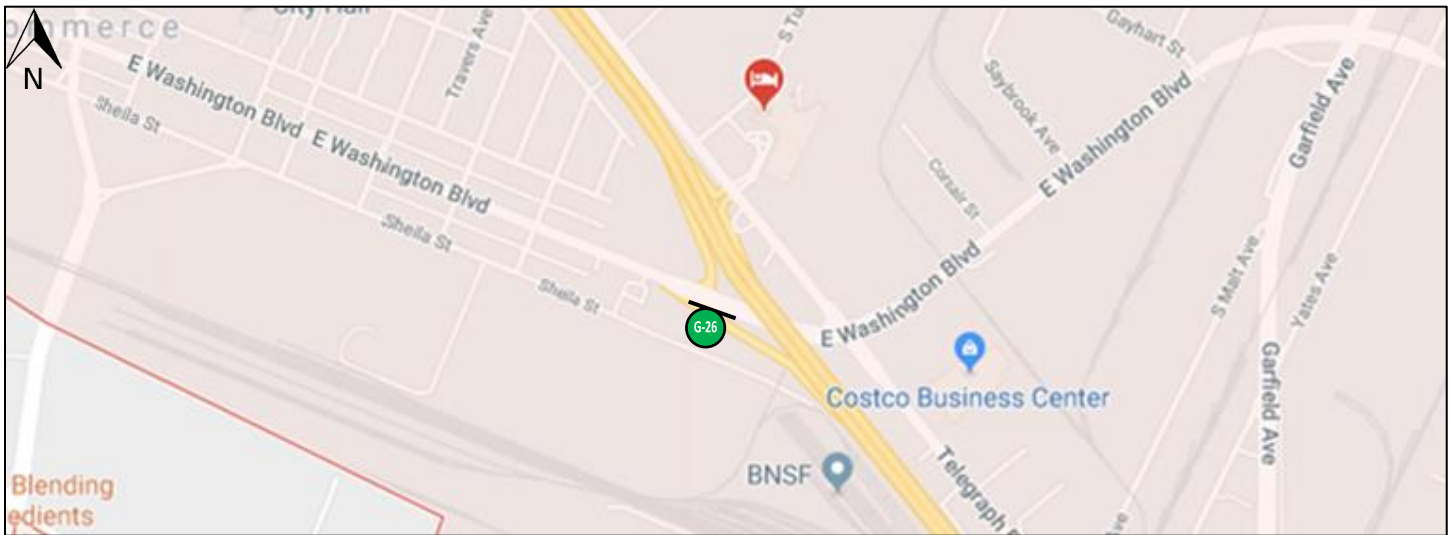
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use New Decorative Post for Wayfinding Vehicular Directional Sign

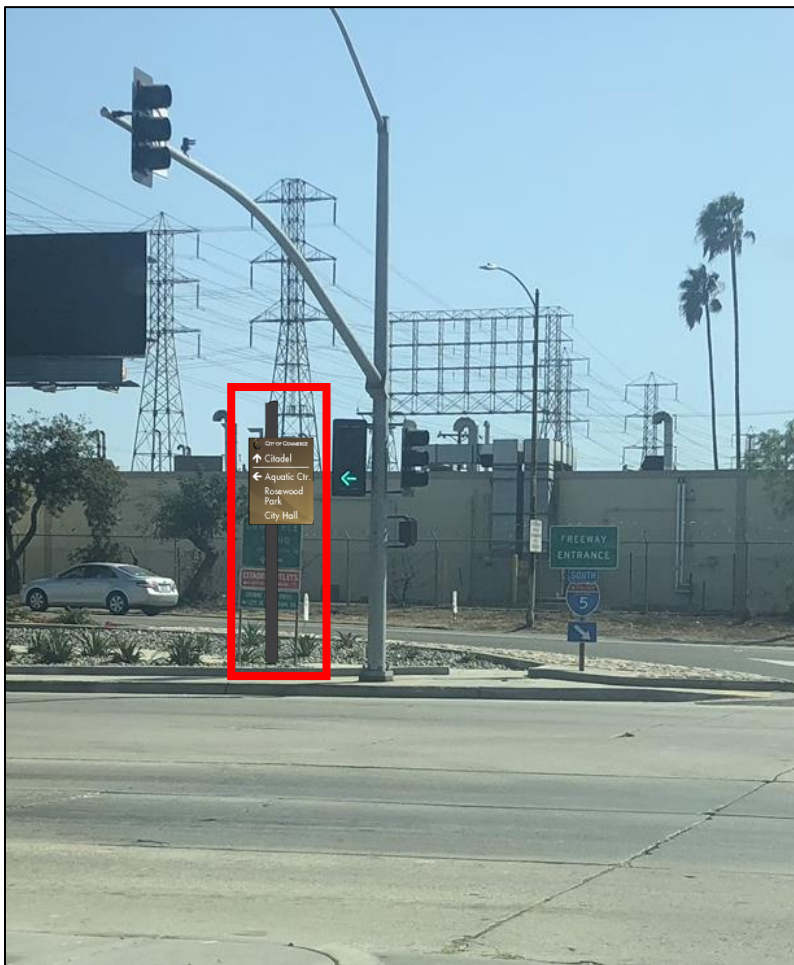
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 26: SOUTH SIDE OF WASHINGTON BLVD EAST OF I-5 S FWY ENTRANCE

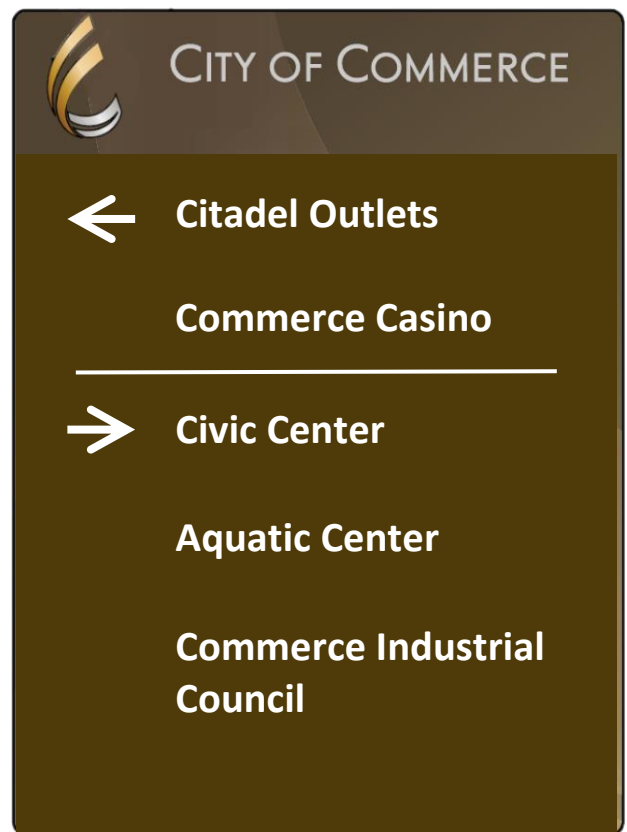


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



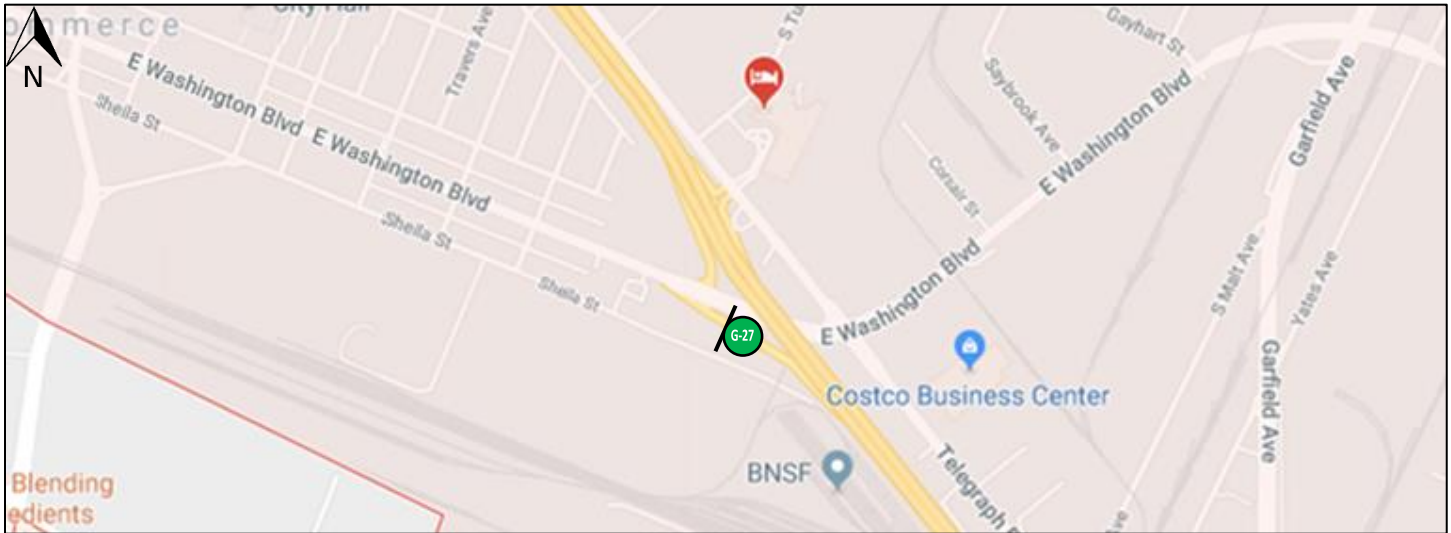
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 27: MEDIAN ALONG WASHINGTON BLVD WEST OF I-5 FWY BRIDGE



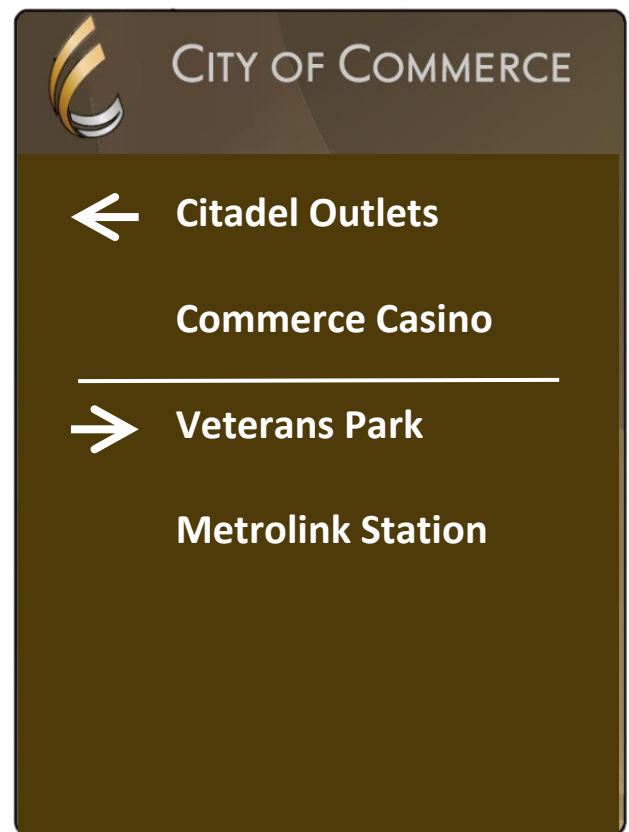
DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



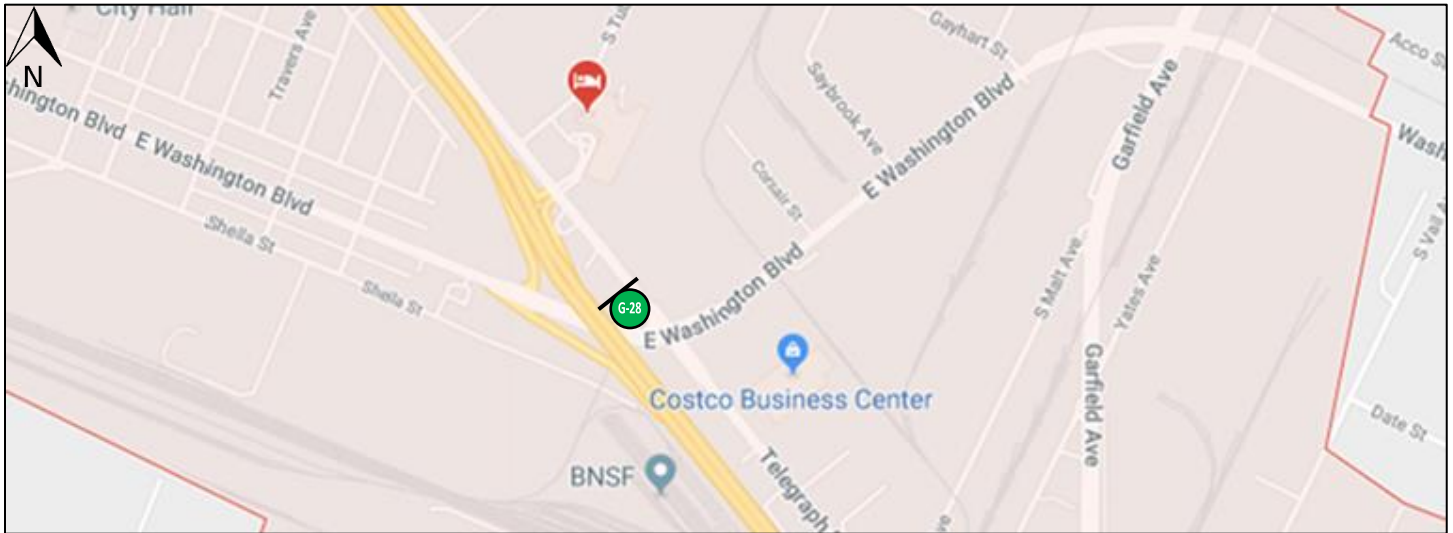
Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 28: WEST SIDE OF TELEGRAPH RD NORTH OF WASHINGTON BLVD

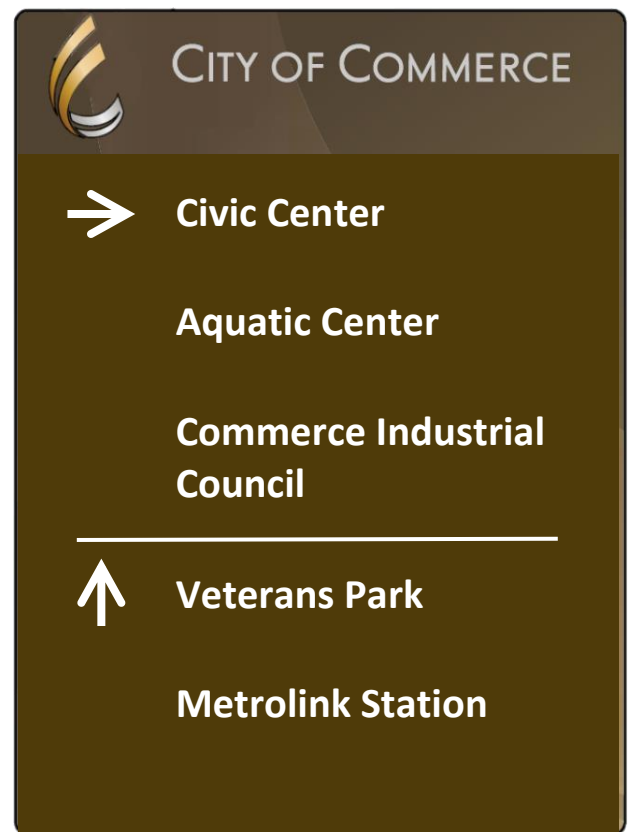


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



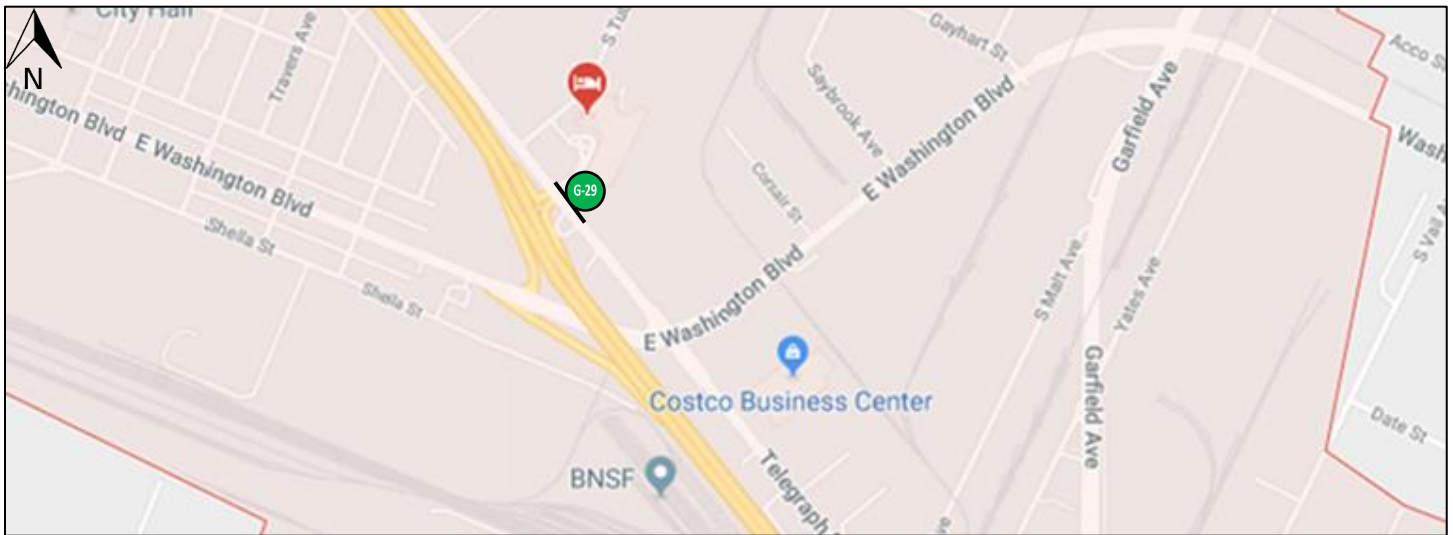
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

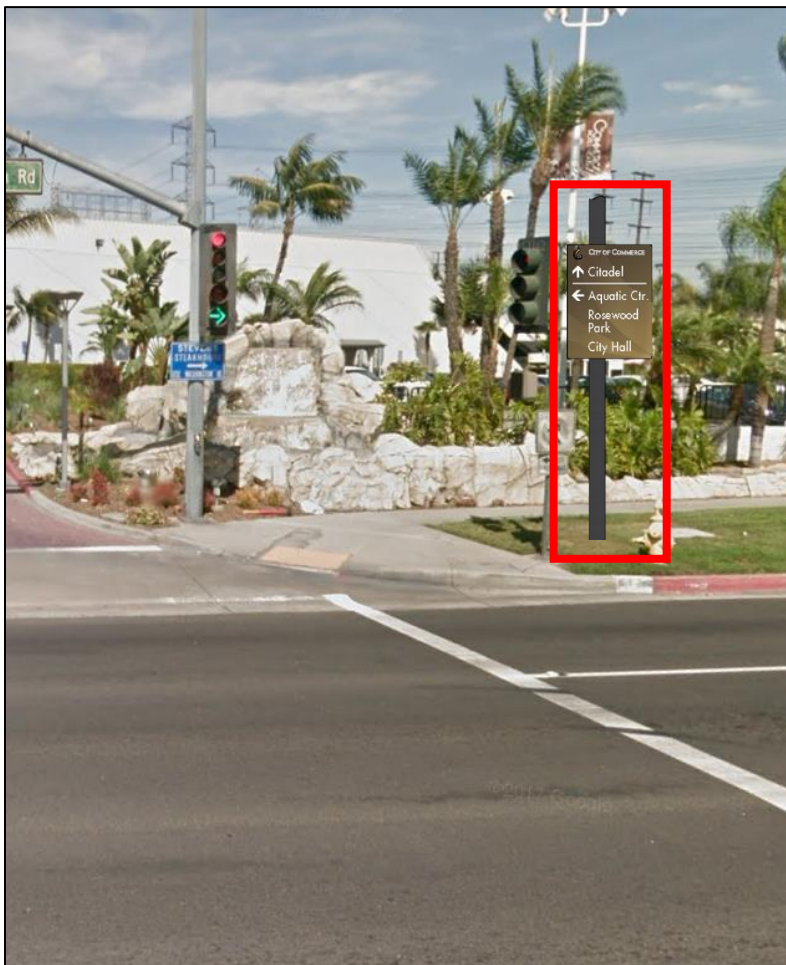
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 29: EAST SIDE OF TELEGRAPH RD SOUTH OF COMMERCE CASINO ENTRANCE

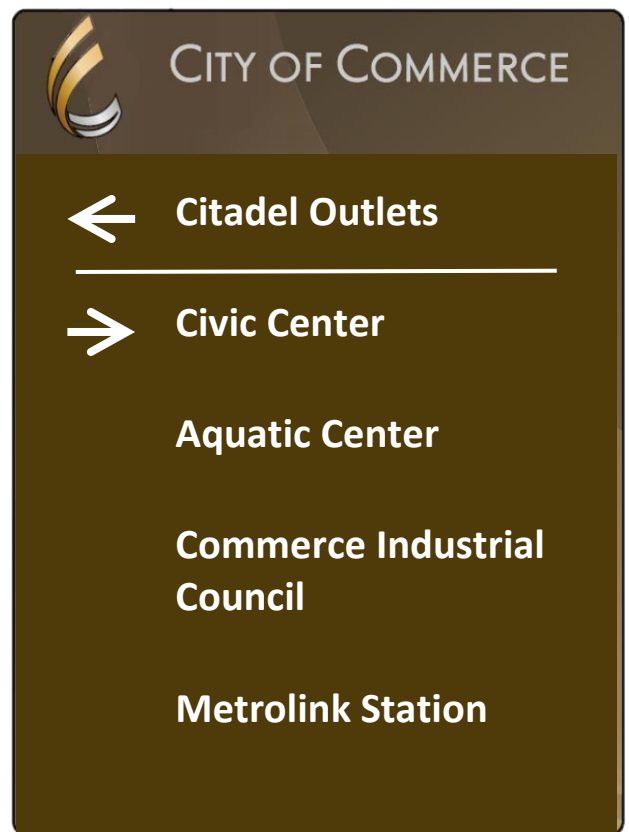


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



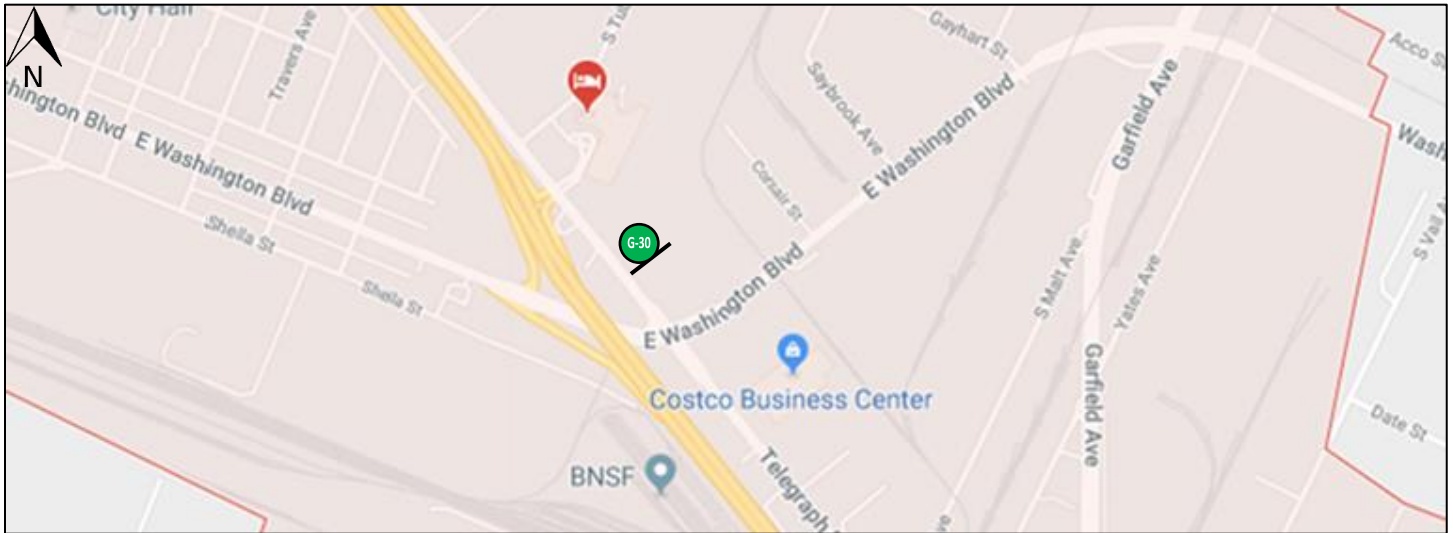
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 30: EAST SIDE OF TELEGRAPH RD NORTH OF WASHINGTON BLVD

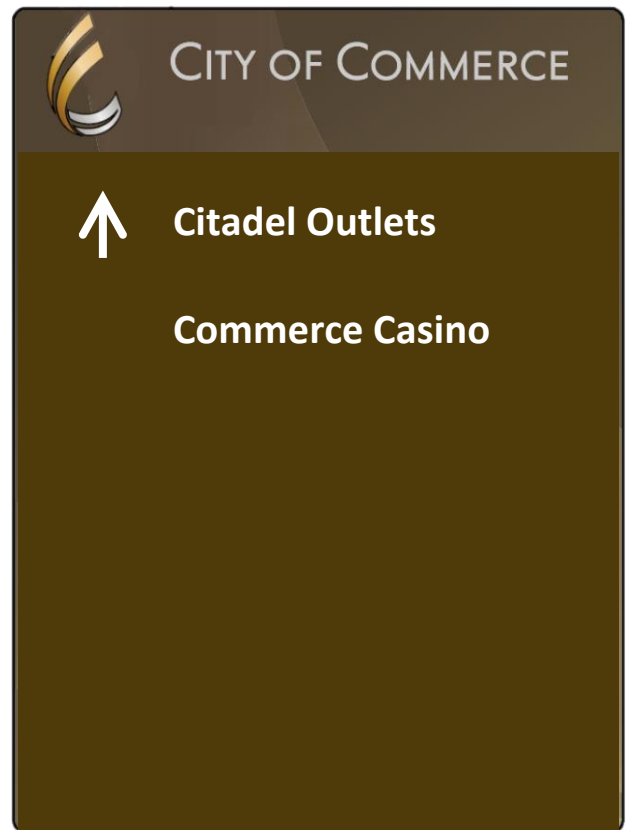


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



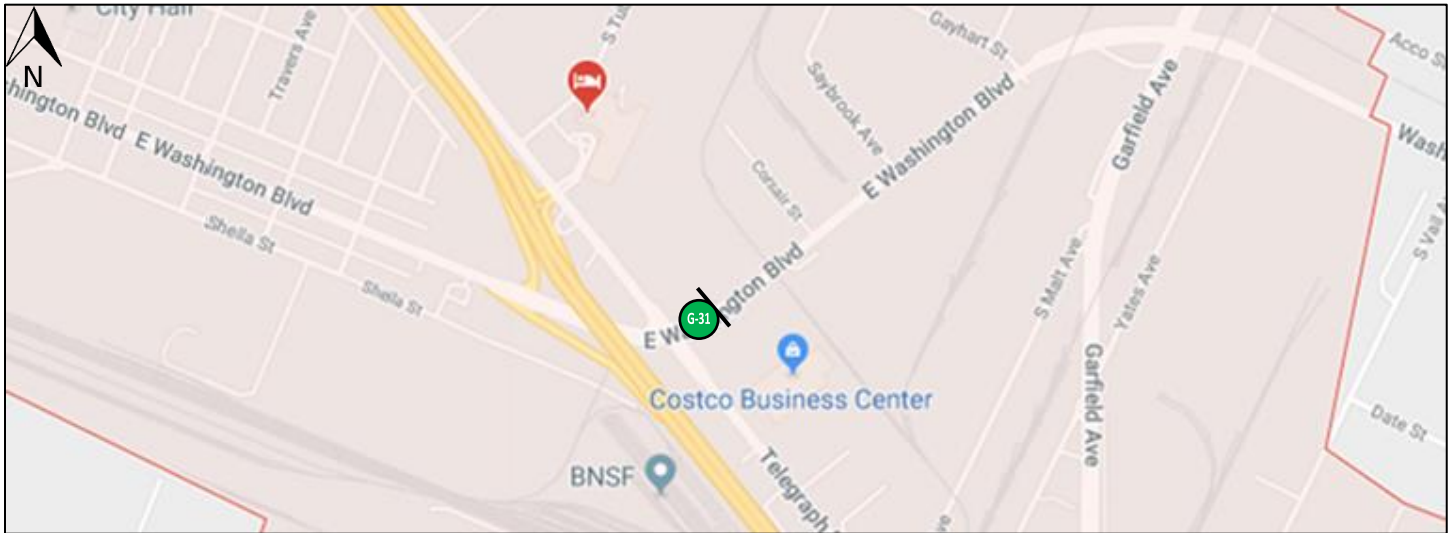
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 31: MEDIAN ALONG WASHINGTON BLVD EAST OF TELEGRAPH RD

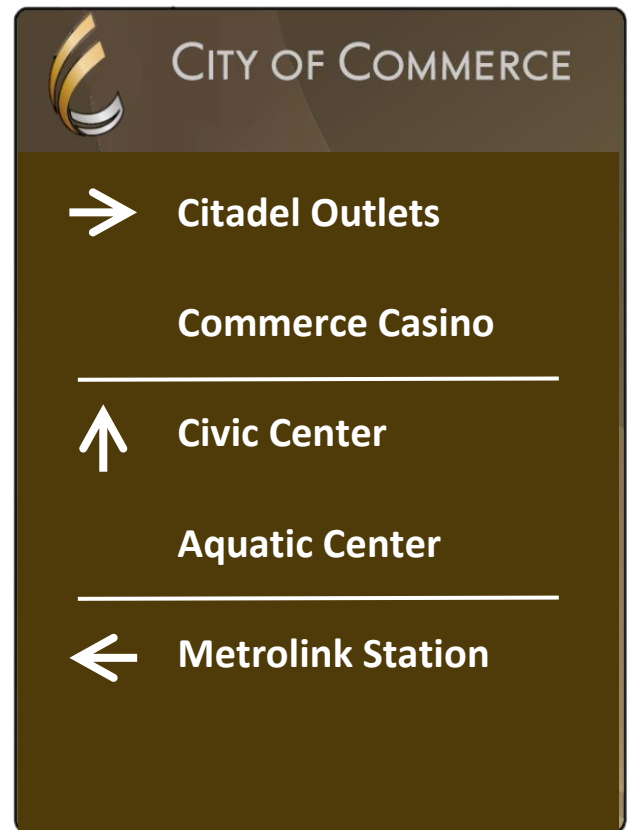


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



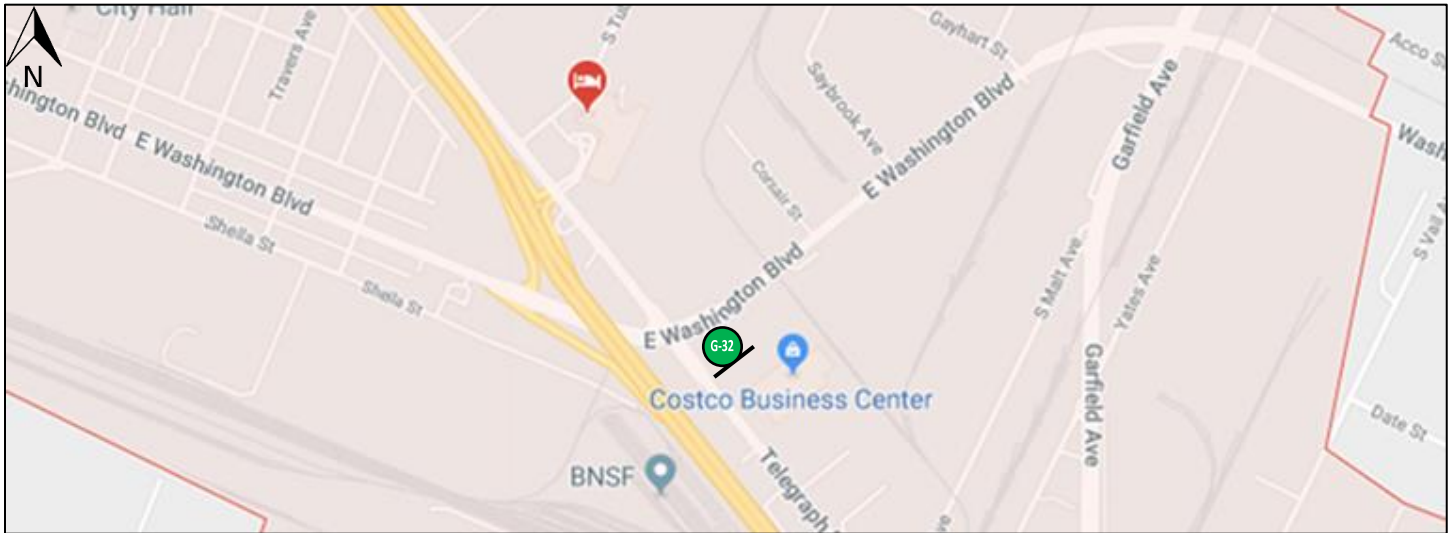
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 32: EAST SIDE OF TELEGRAPH RD SOUTH OF WASHINGTON BLVD

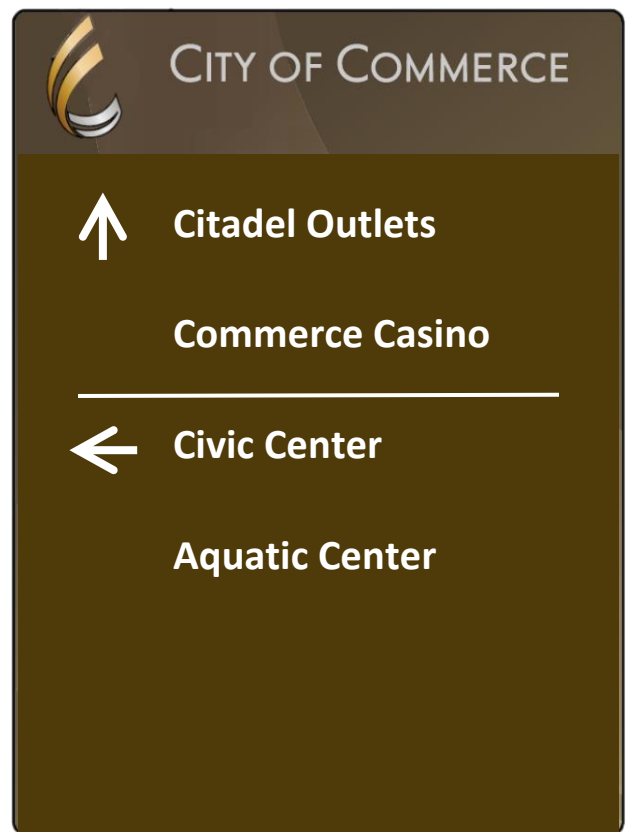


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



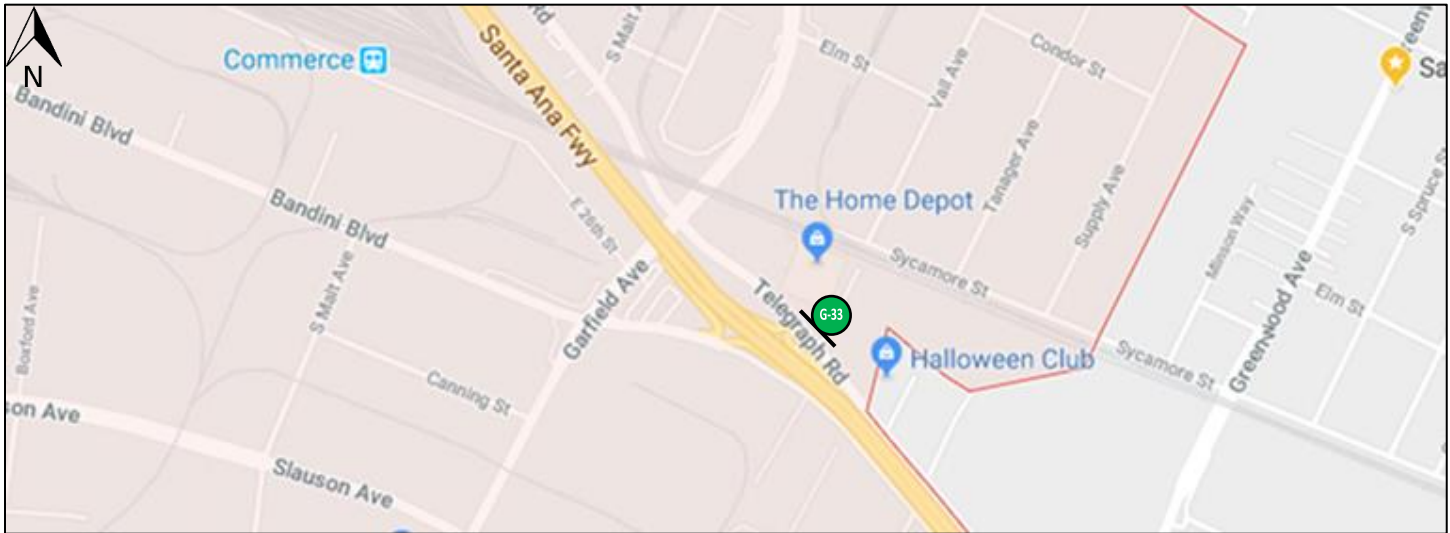
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 33: EAST SIDE OF TELEGRAPH RD SOUTH OF WASHINGTON BLVD

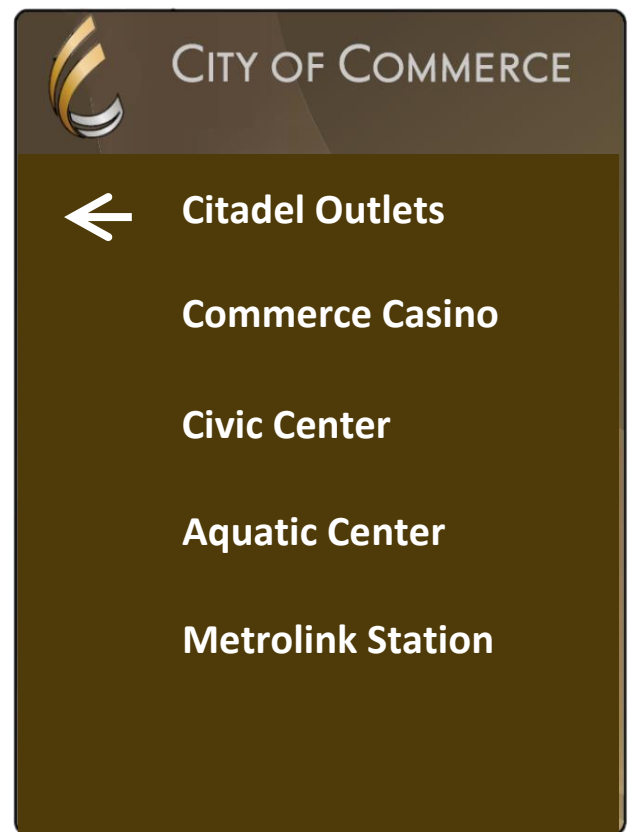


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 34: NORTH SIDE OF WASHINGTON BLVD EAST OF GARFIELD AVE

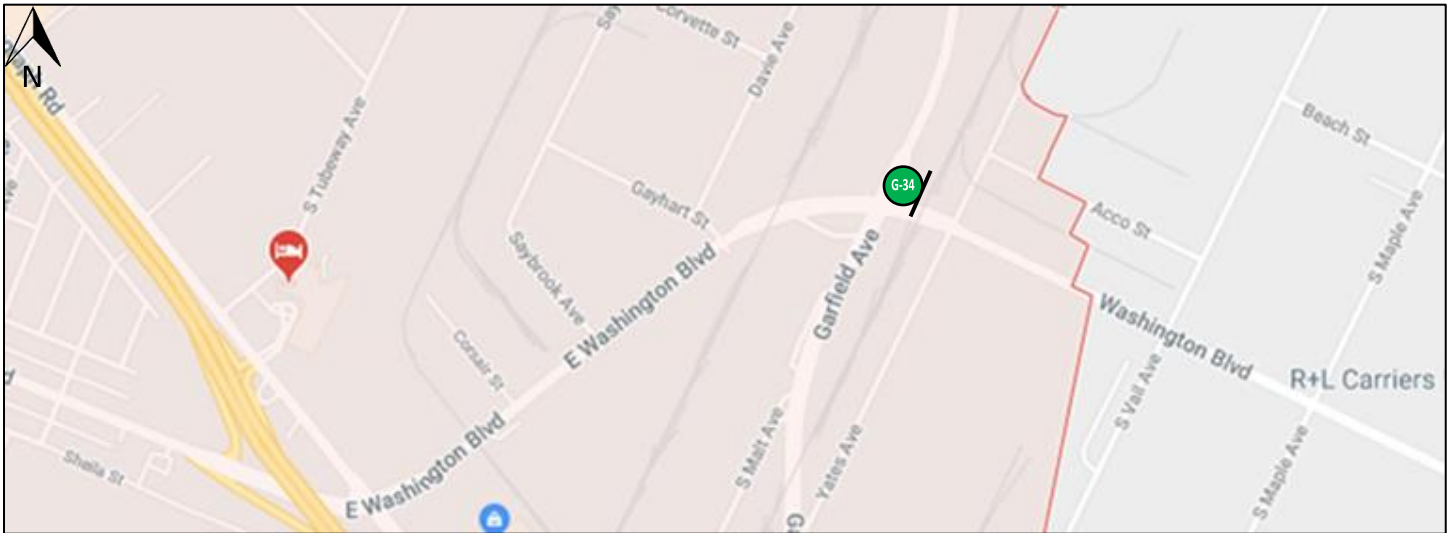
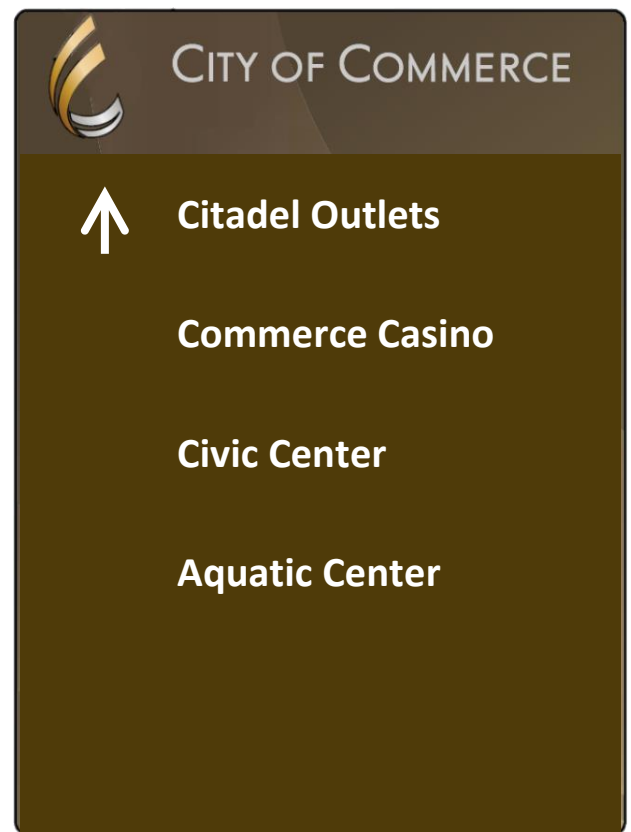
**DRAFT**

IMAGE OF PROPOSED LOCATION (Image is not to scale)



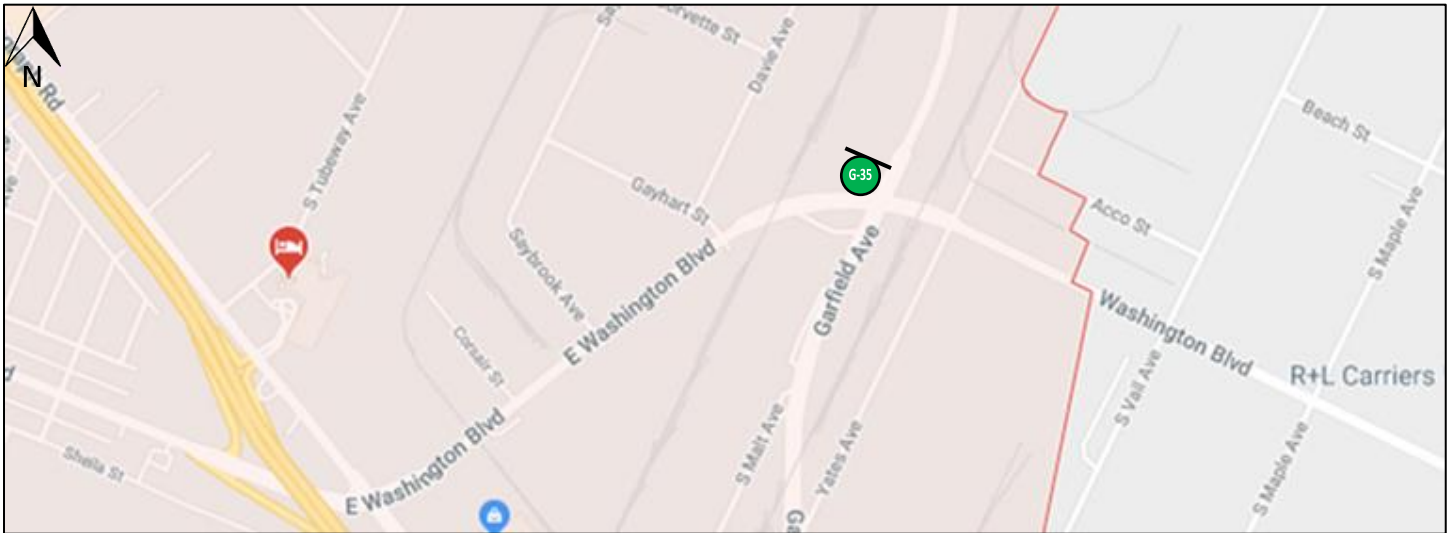
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 35: WEST SIDE OF GARFIELD AVE NORTH OF WASHINGTON BLVD

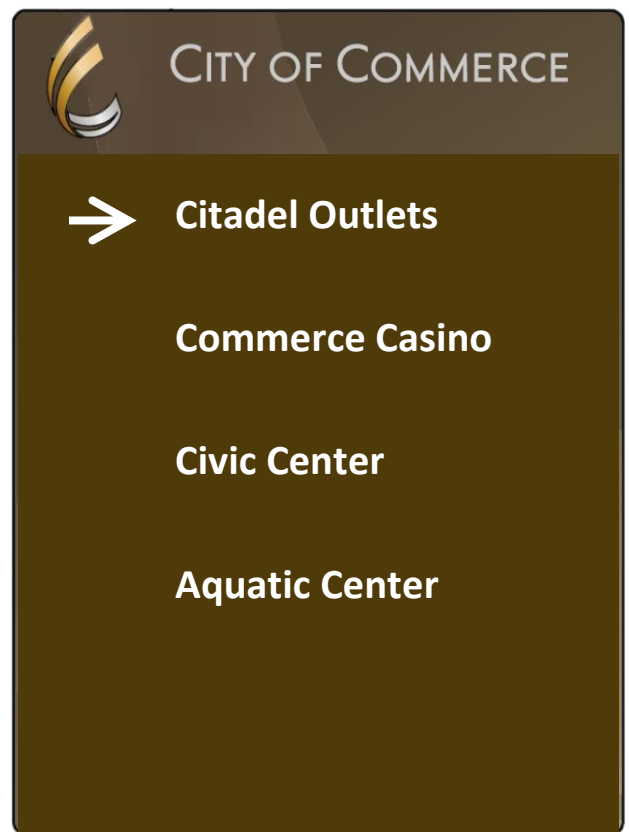


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



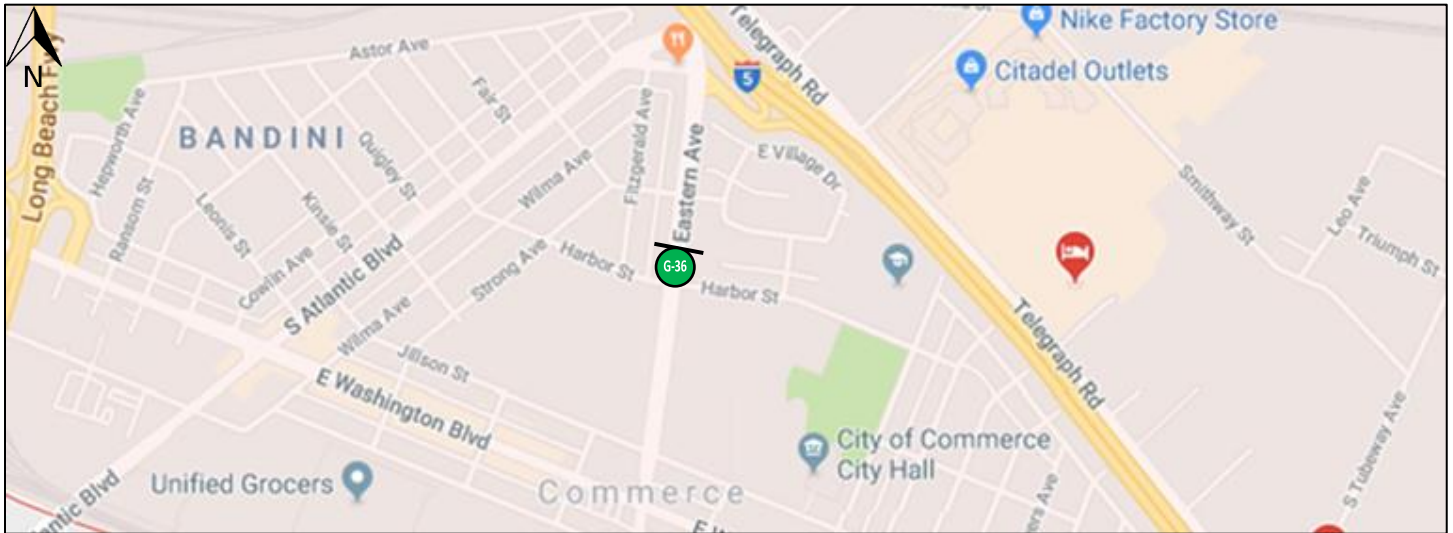
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 36: MEDIAN ALONG EASTERN AVE NORTH OF HARBOR ST

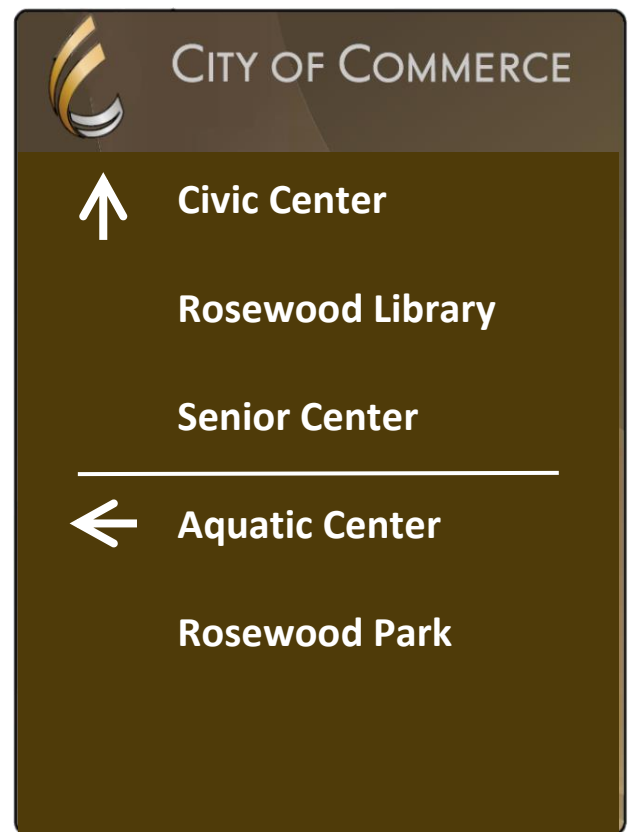


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



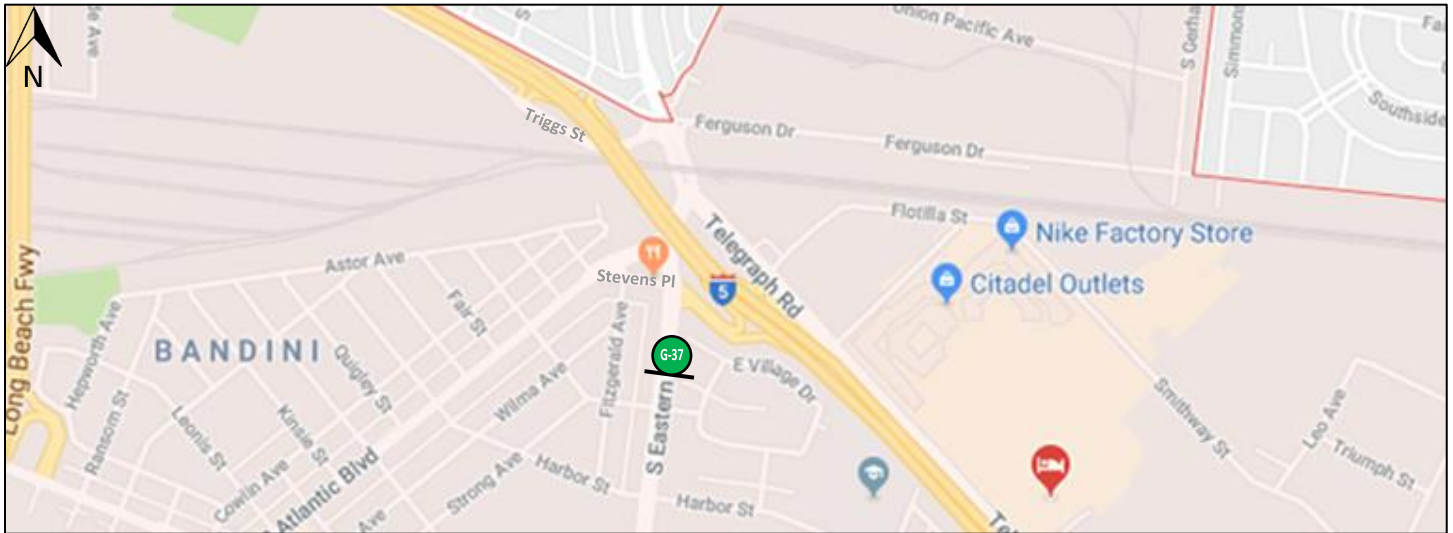
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

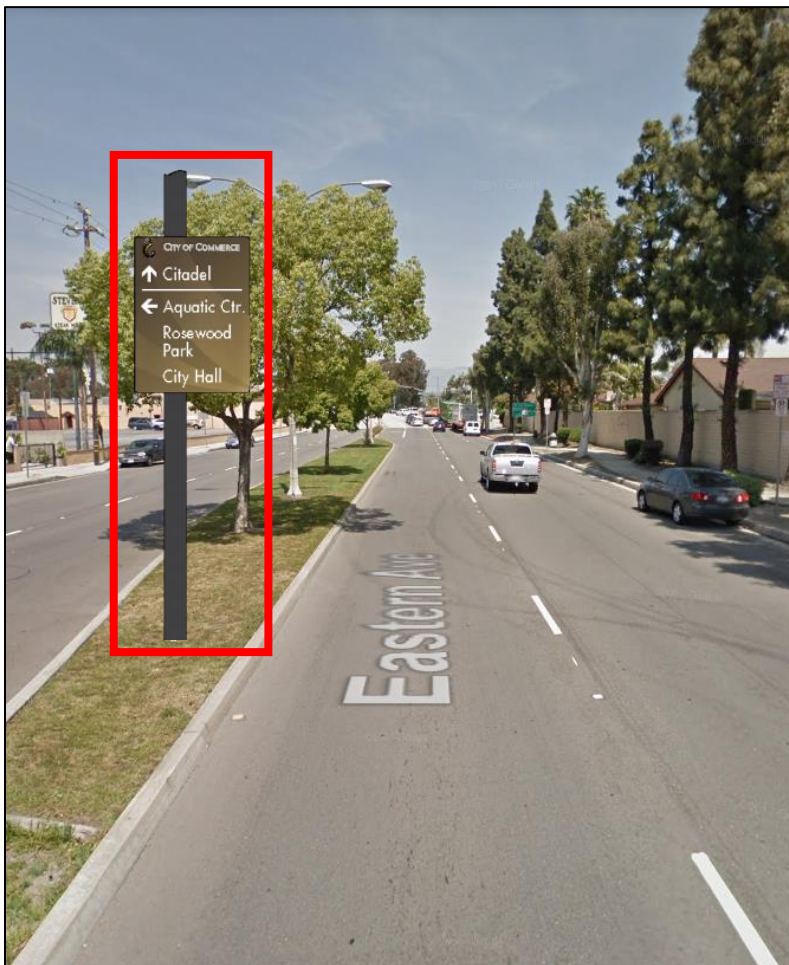
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 37: MEDIAN ALONG EASTERN AVE SOUTH OF STEVENS PL

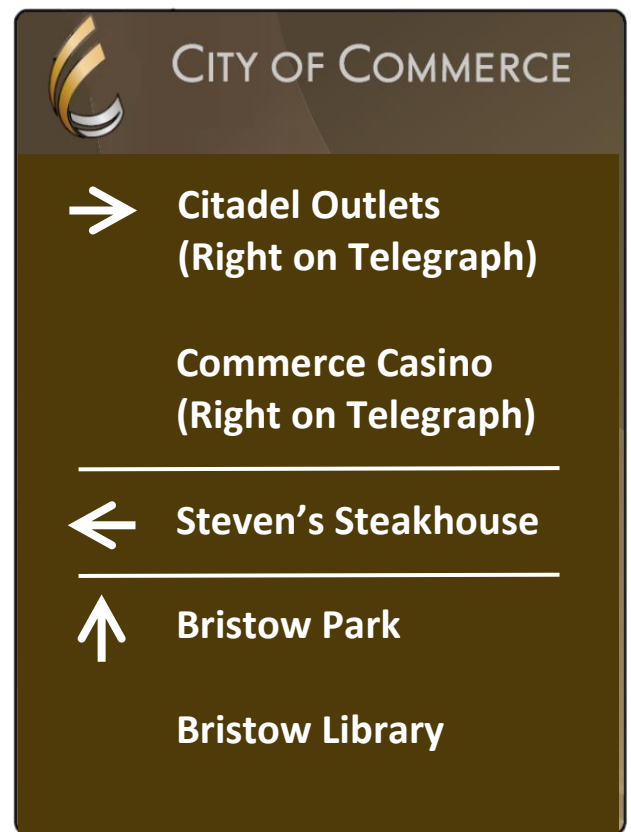


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



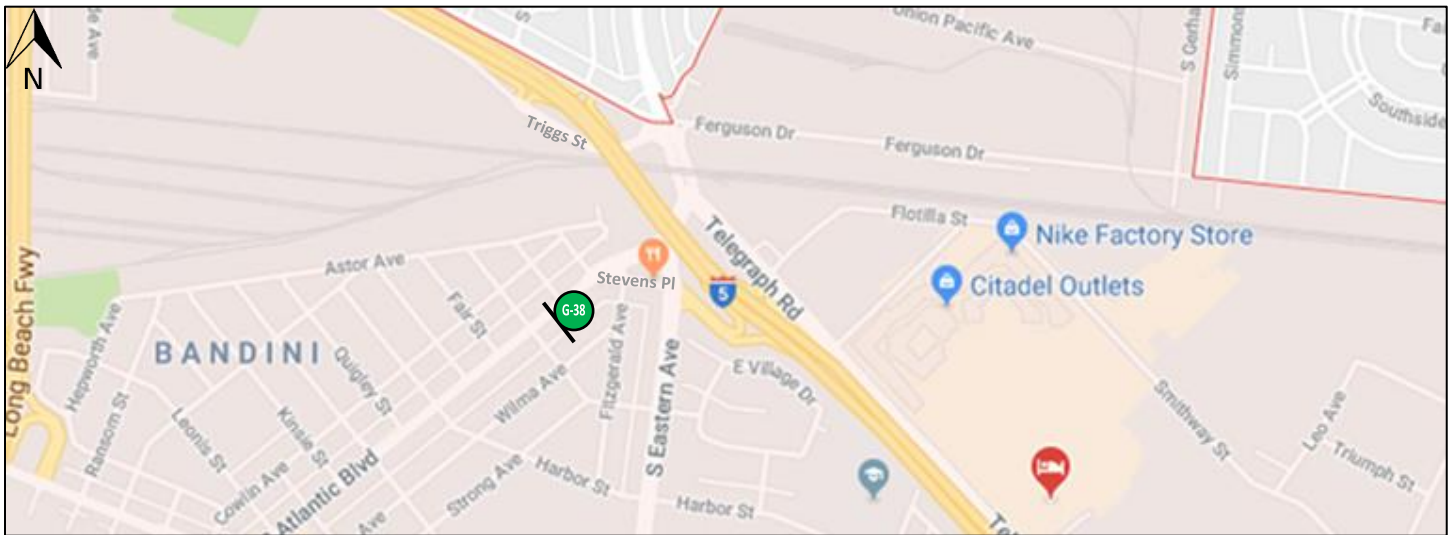
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 38: EAST SIDE OF ATLANTIC BLVD SOUTH OF STEVENS PL

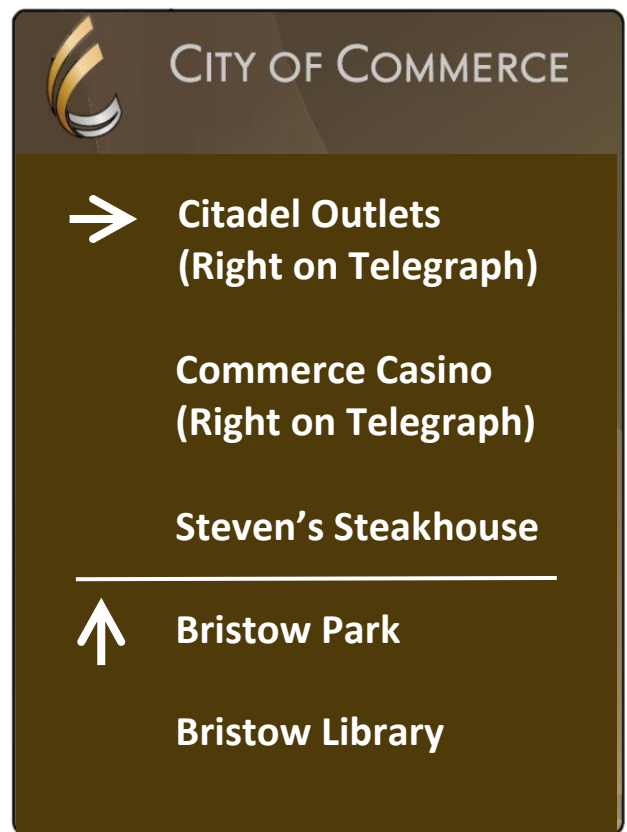


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



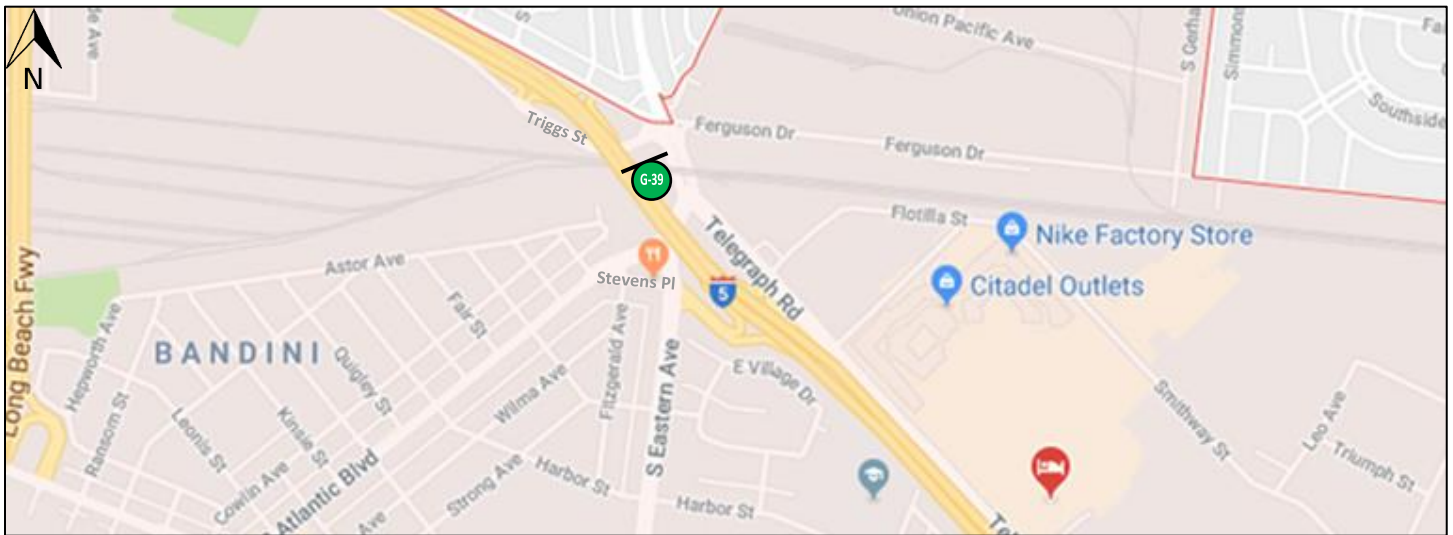
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 39: WEST SIDE OF TELEGRAPH RD SOUTH OF TRIGGS ST

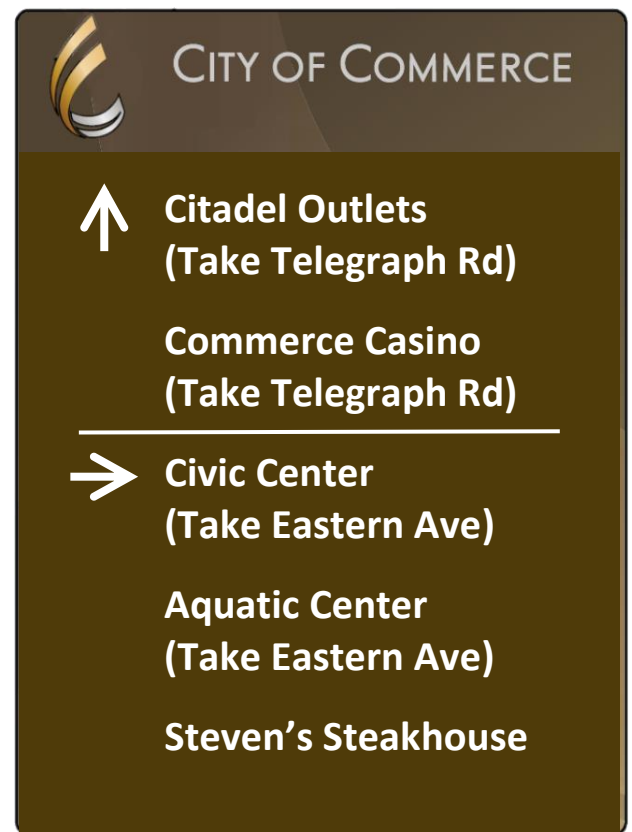


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



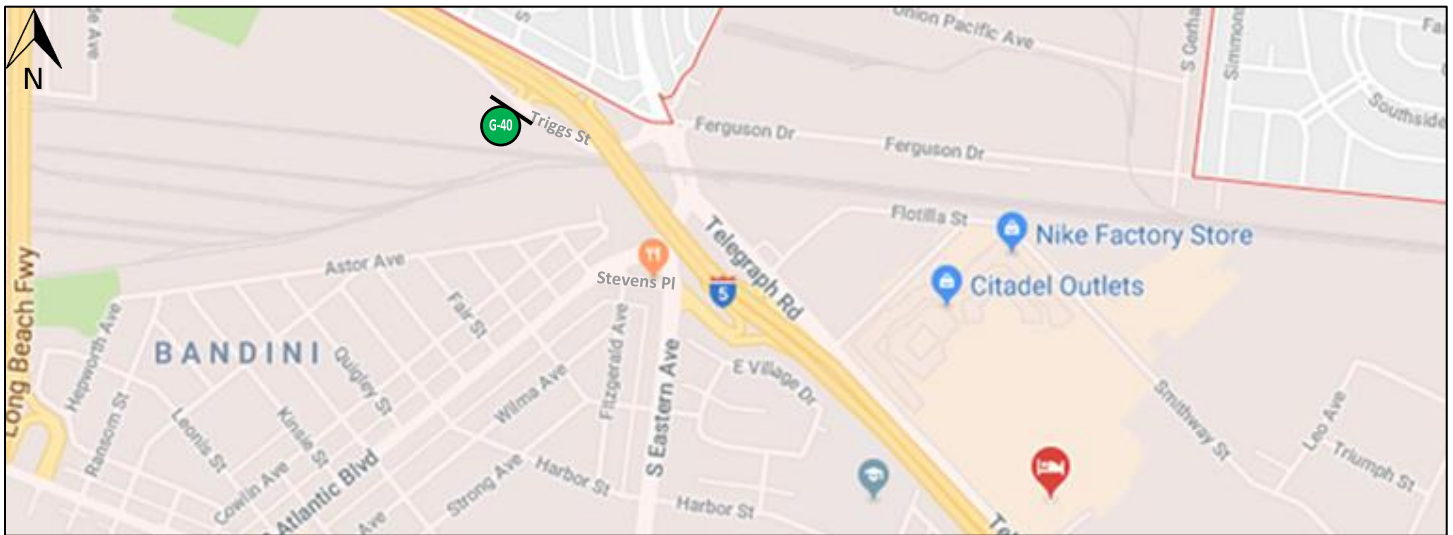
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

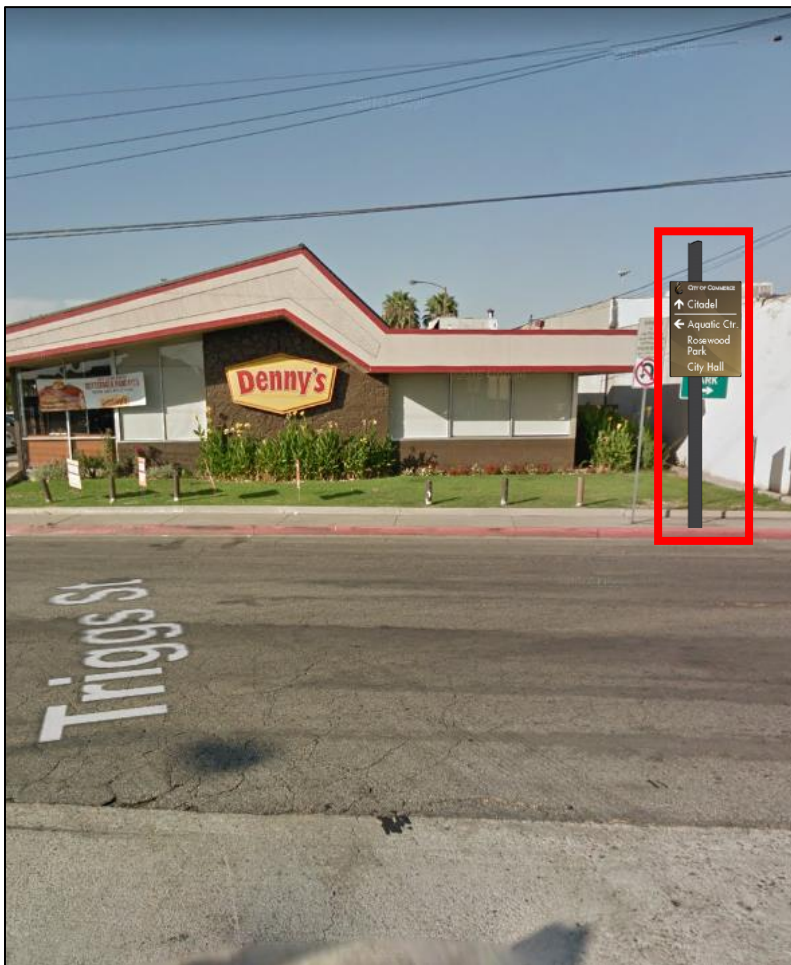
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 40: SOUTH SIDE OF TRIGGS ST WEST OF TELEGRAPH RD

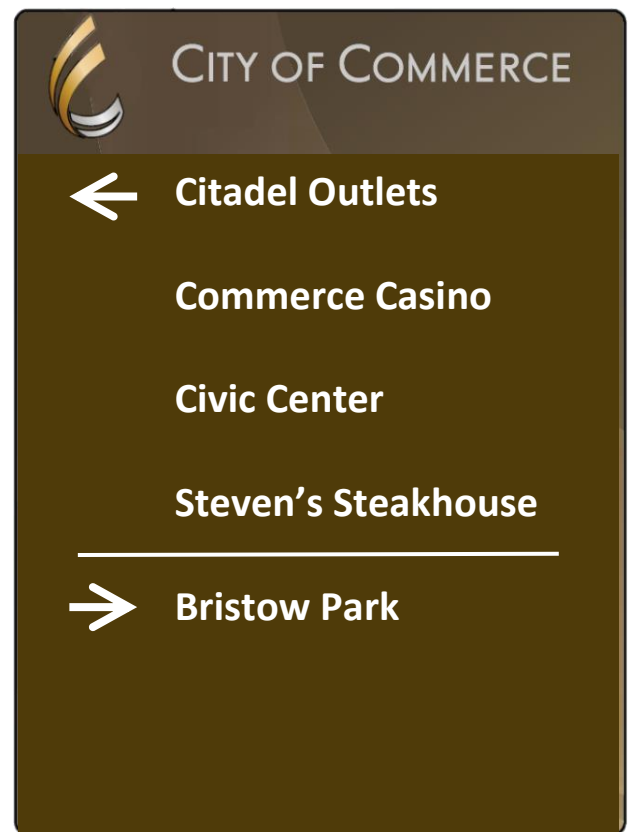


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



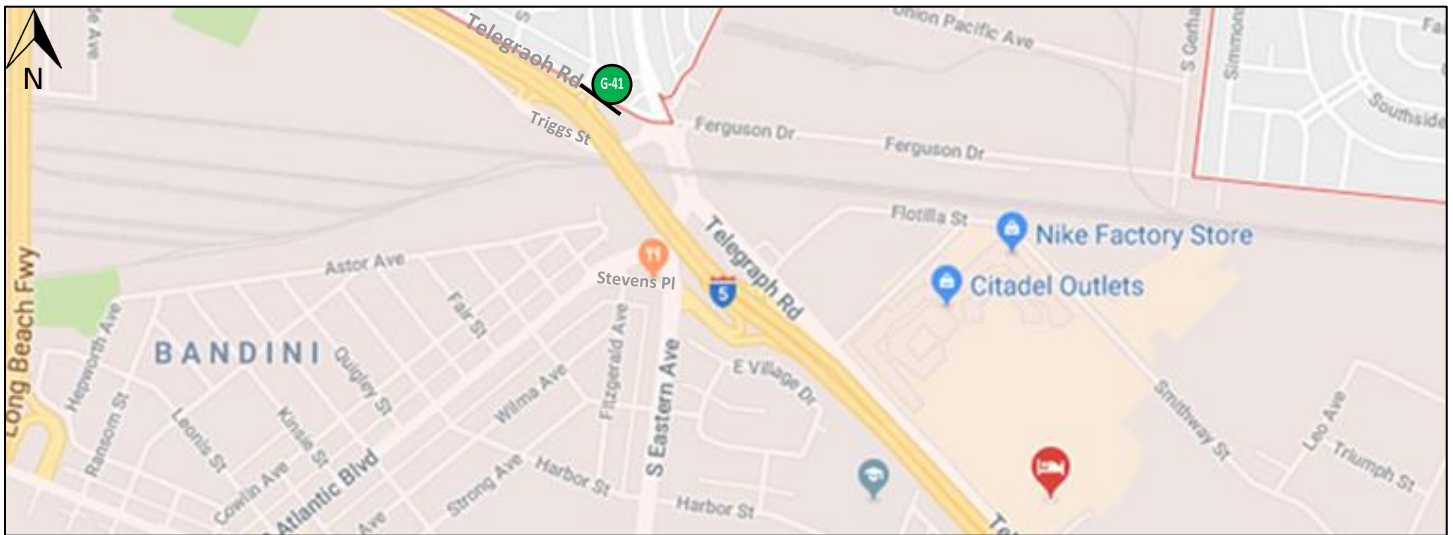
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 41: NORTH SIDE OF TELEGRAPH RD EAST OF WOODS AVE

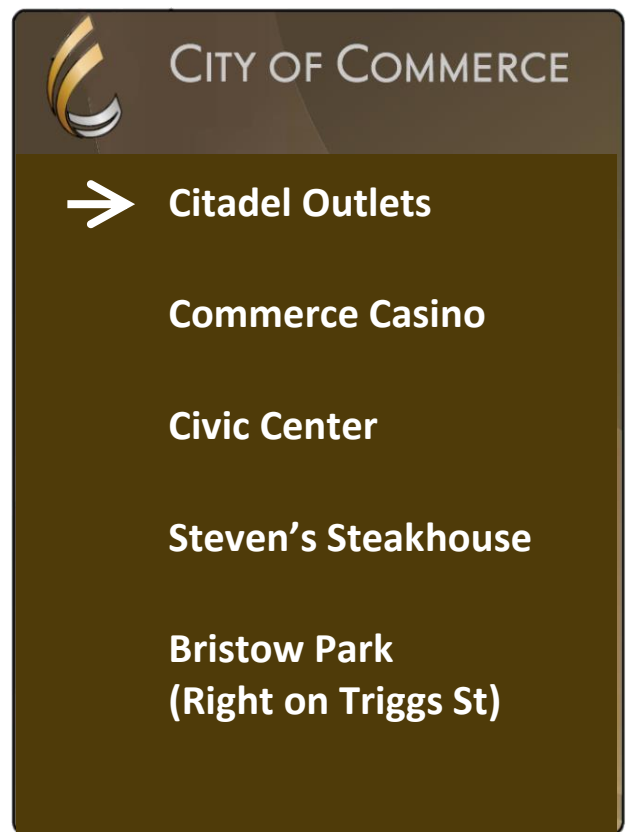


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



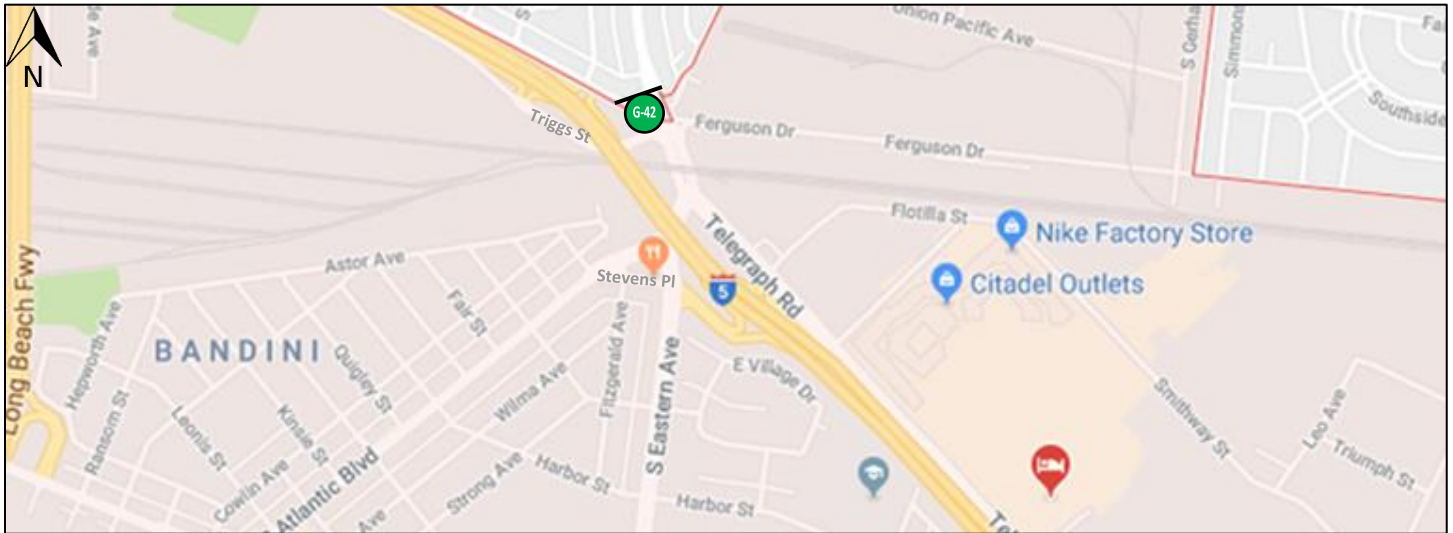
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 42: WEST SIDE OF ATLANTIC BLVD NORTH OF FERGUSON DR

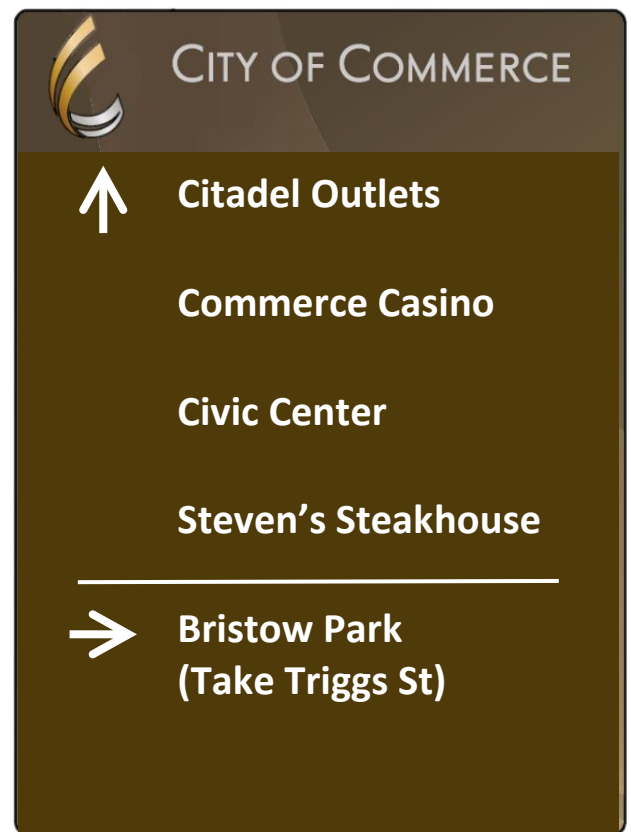


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



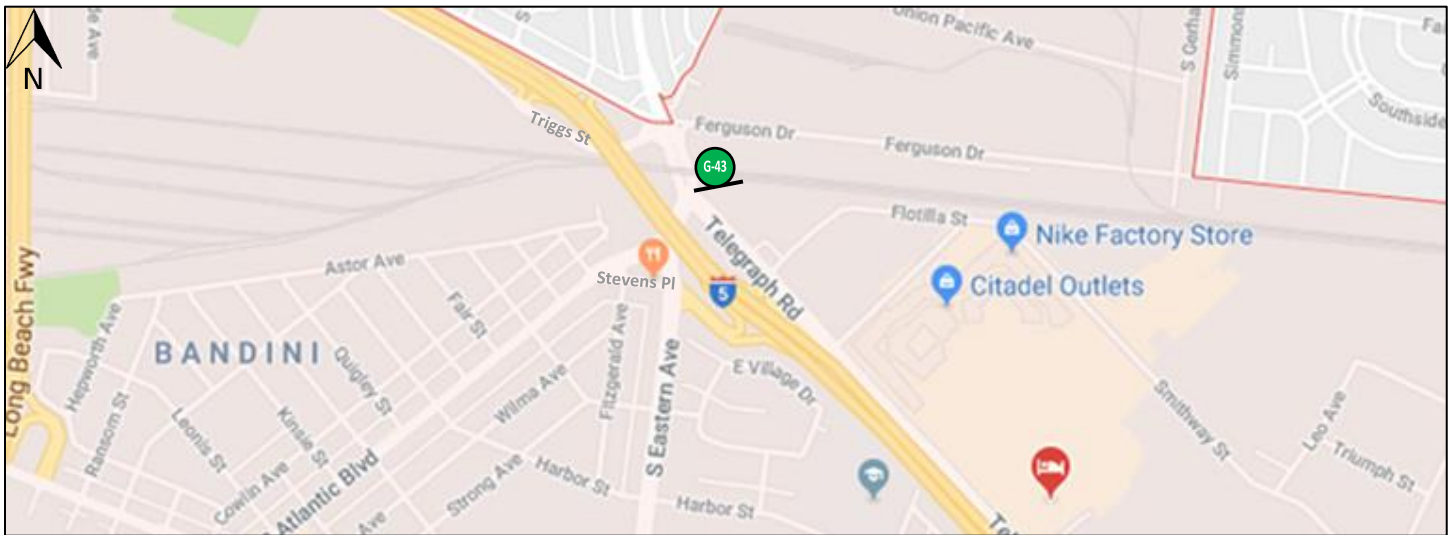
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 43: EAST SIDE OF ATLANTIC BLVD NORTH OF TELEGRAPH RD

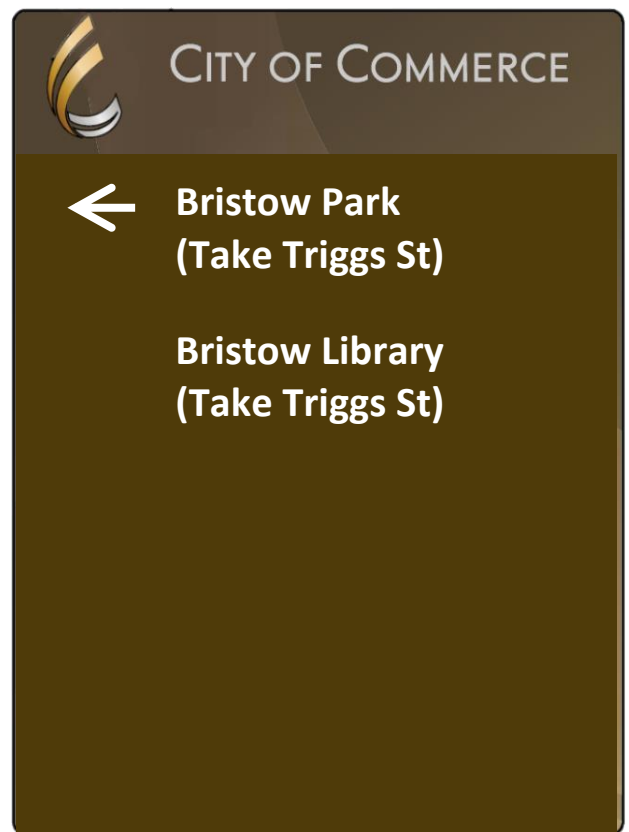


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



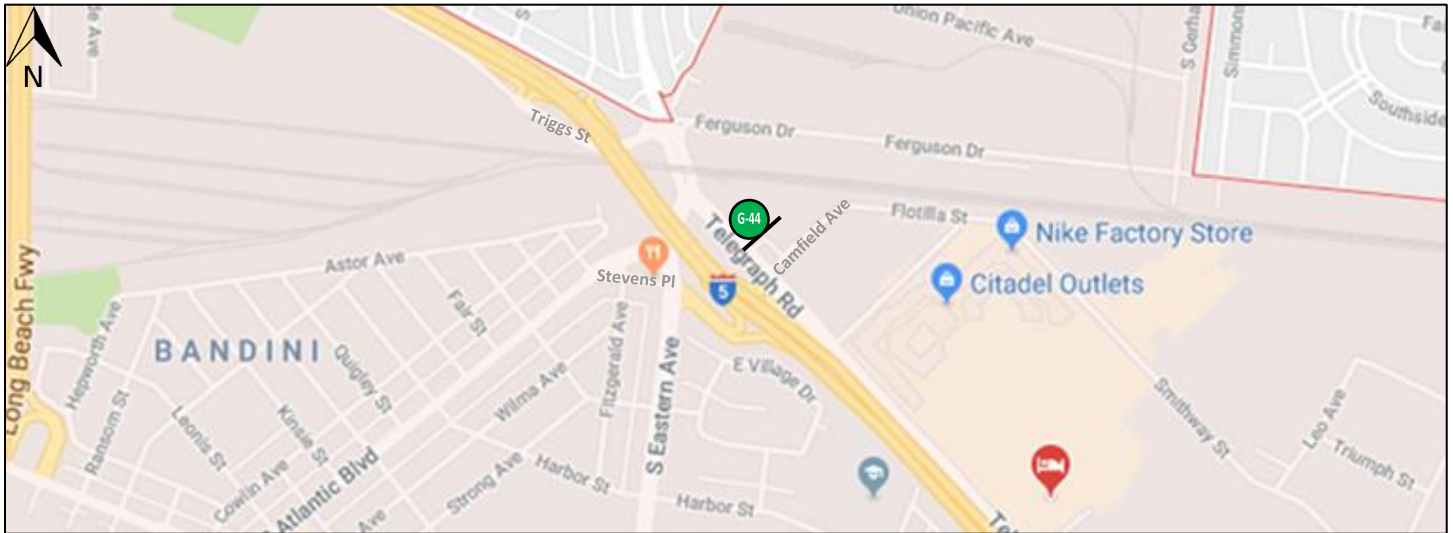
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

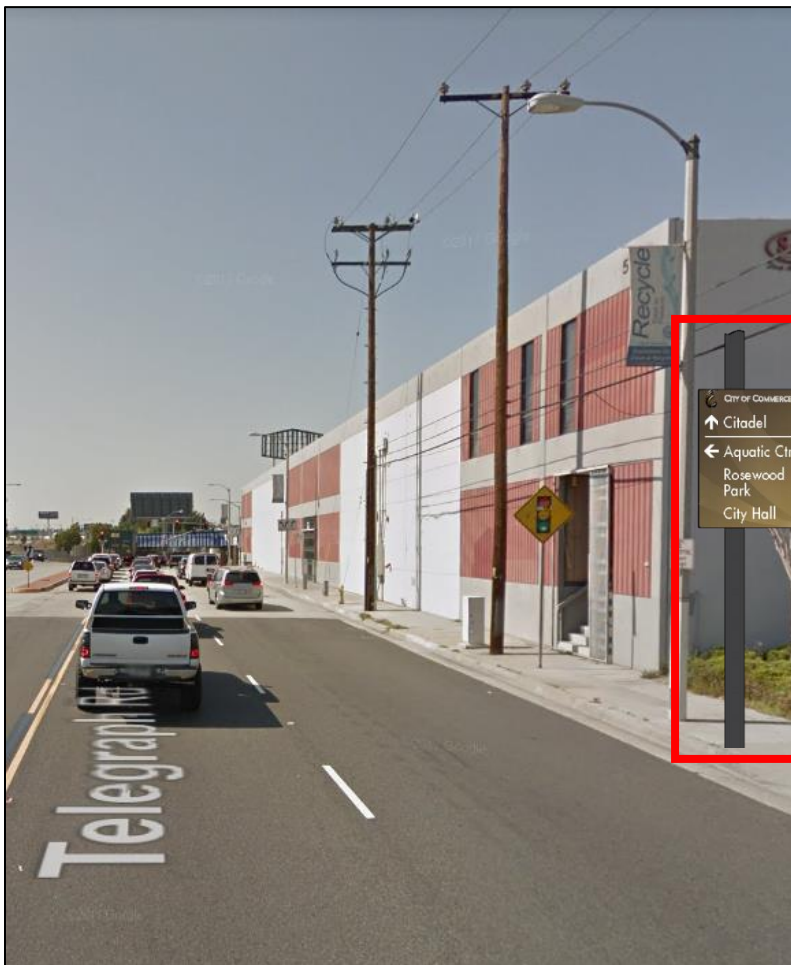
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 44: EAST SIDE OF TELEGRAPH RD NORTH OF CAMFIELD AVE

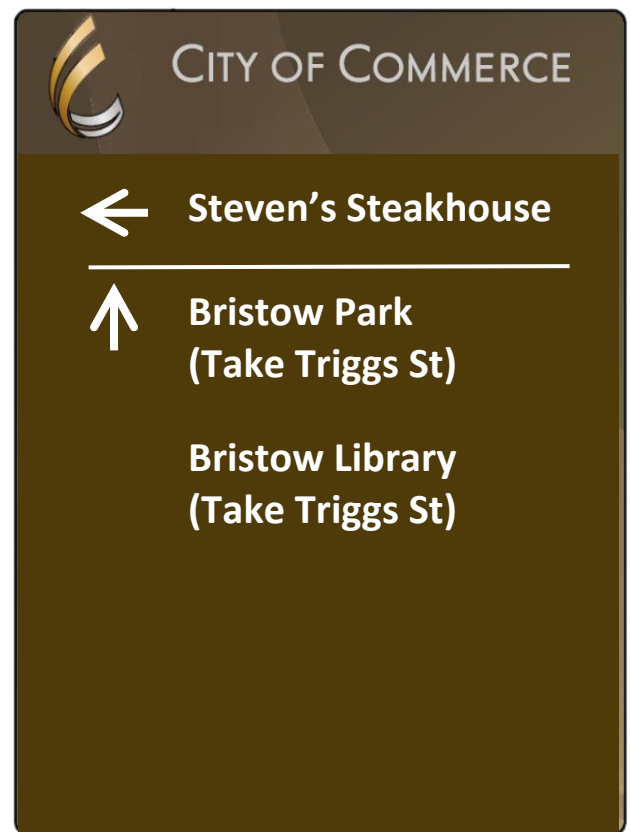


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



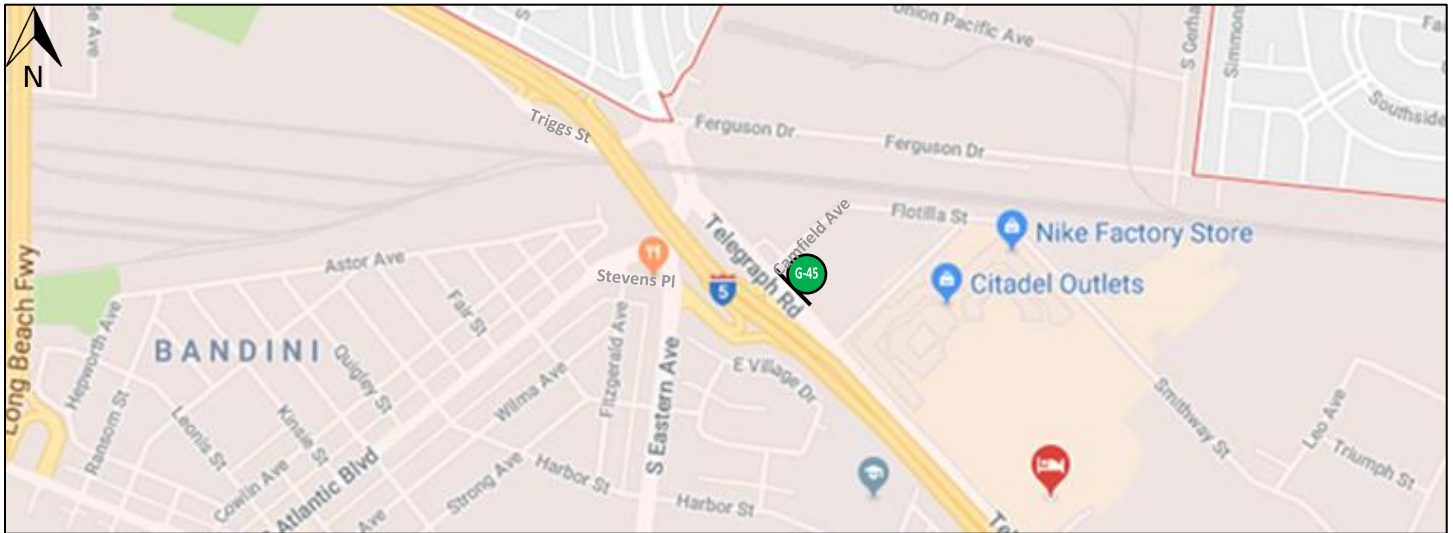
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 45: EAST SIDE OF TELEGRAPH RD SOUTH OF CAMFIELD AVE

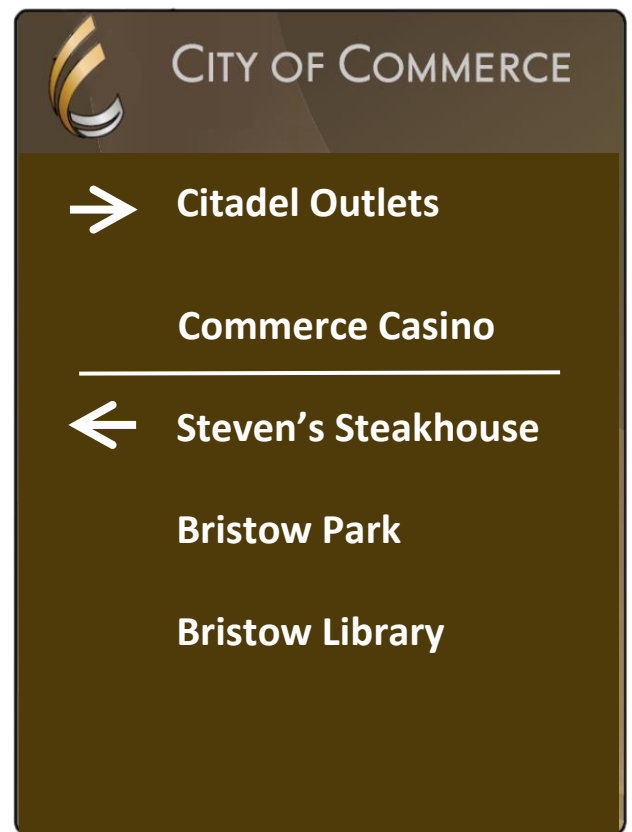


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



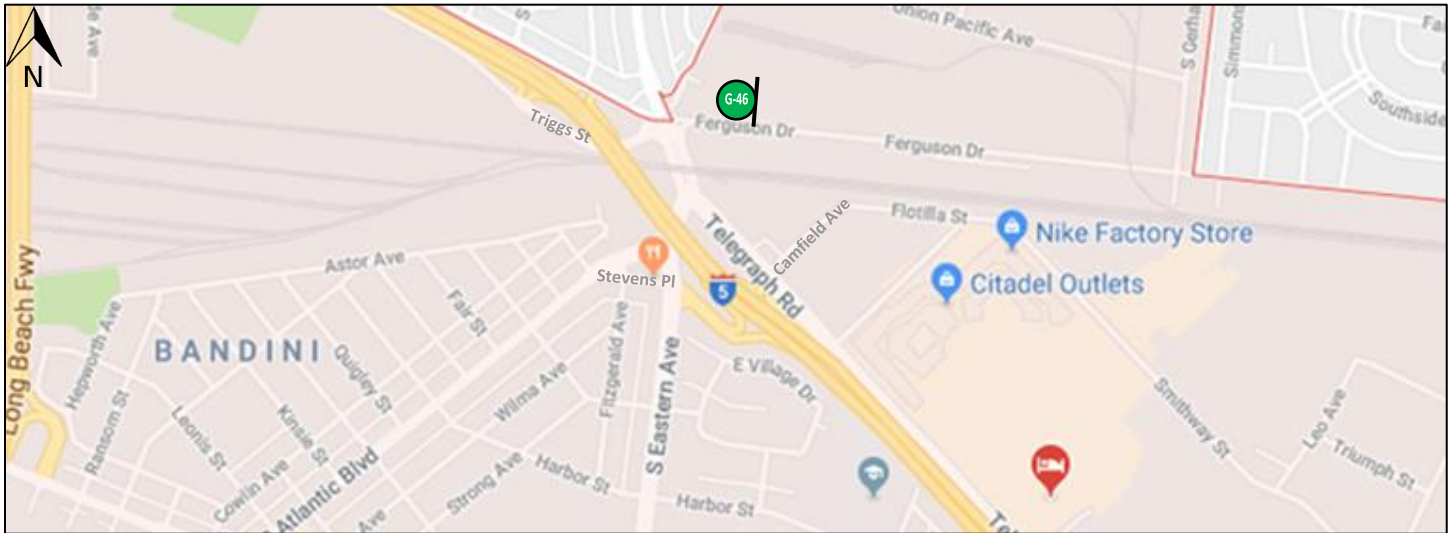
WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

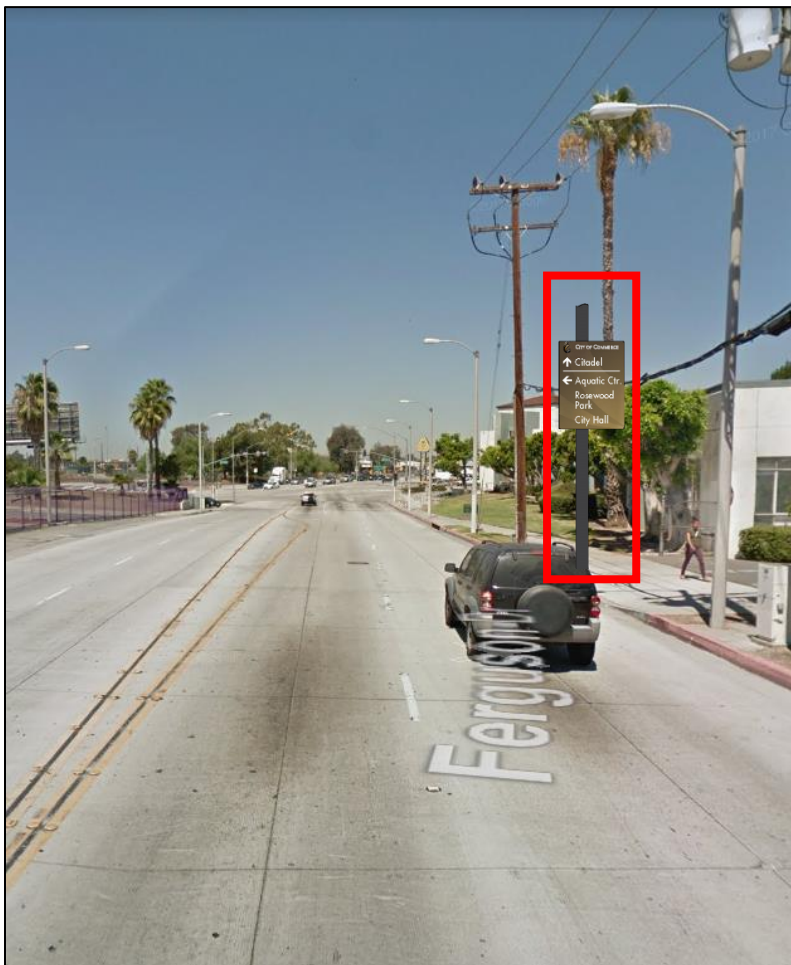
COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 46: NORTH SIDE OF FERGUSON DR EAST OF ATLANTIC BLVD

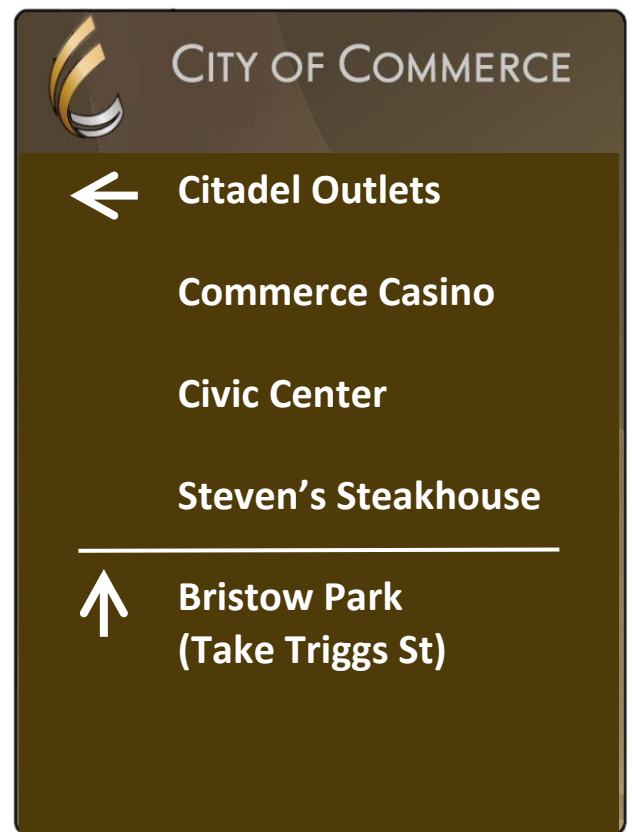


DRAFT

IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign